



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: December 15, 2015

or Procurement Director Award

Contractor/Vendor Name (DBA): SUNE DB35, LLC (Headquarters: Maryland Heights, MO)

Project Title/Description:

Solar Covered Parking Structure for Juvenile Court Meter 2

Purpose:

Amendment of Award of Contract: Solon Development LLC, headquarters at Tucson, AZ, Master Agreement No. MA-PO-16-089 Version 2. This amendment is being processed to delete reference to a Purchase Option in Section 3 (Term and Termination) and to add an effective start date to Section 18.6 (Assignment by County) that was not included in the original Solar Service Agreement (SSA). All other terms, conditions and amounts are unchanged.

Administering Department: Facilities Management.

Attached: MA-PO-16-089 Version 2 and Second Amendment To Agreement document.

BACKGROUND:

On May 5, 2015 the Board of Supervisors approved the award of a twenty (20) year contract, MA -PO-15-294 Version 1, to Solon Development LLC to design, finance, construct, operate and maintain solar facilities located on Pima County property to provide electricity to the Juvenile Court Meter 2 in an award amount of \$4,470,610.00.

On November 10, 2015 the Board of Supervisors approved the First Amendment to the Agreement document with an effective date of October 20, 2015 which assigned all contracted responsibilities, obligations and rights from Solon Development LLC to an affiliate of SunEdison, Inc., SUNE DB35, LLC on MA-PO-16-089 Version 1.

Procurement Method:

Not Applicable

Program Goals/Predicted Outcomes:

To reduce Pima County's electricity & operational costs & provide shaded parking for employees and members of the public. The expenditures do not increase general fund expenses, they displace expenditures that would otherwise be paid to TEP and avoid future TEP rate increase.

Public Benefit:

Reduction in Pima County's operational costs.

Metrics Available to Measure Performance:

Contractors delivery of kilowatt hours of electricity to the Juvenile Court Meter 2 each month shall be monitored by Facilities Management Department (FMD).

Retroactive:

No

Procure Dept 12/02/15 PM02:10

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 16-089

Amendment No.: _____ AMS Version No.: V2

Effective Date: Date of BOS Award New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ 0

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: John Nanosky *J. Nanosky 12/4/15* *12/4*

Department: Procurement *Mary Jo* *12/4/15* Telephone: 520-724-8165

Department Director Signature/Date: *Michael J. Kirk* *12/4/15*

Deputy County Administrator Signature/Date: *John Sule* *12-8-15*

County Administrator Signature/Date: *C. D. Melby* *12/8/15*
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1600000000000000089

MA Version: 2

Page: 1

Description: Solar Covered Parking Structure for Juvenile Court Meter 2

I S S U E R	Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701
	Issued By: JOHN NANOSKY
	Phone: 5207248165
	Email: john.nanosky@pima.gov

T E R M S	Initiation Date: 12-15-2015
	Expiration Date: 05-04-2035
	NTE Amount: \$4,470,610.00
	Used Amount: \$0.00

V E N D O R	SunE DB35 LLC	Contact: Peggy Hannon
	137369 Riverport Dr, Ste 1000	Phone: 301-704-2965
	Maryland Heights MO 63043	Email: PHannon@sunedison.com
		Terms: 0.0000 %
		Days: 30

Shipping Method:	
Delivery Type:	STANDARD GROUND
FOB:	
Modification Reason	Executes the attached Second Amendment to the original Solar Service Agreement.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.

Number of Attachments: 4

Attachment Names: MA-PO-16-089_BOSAIR_AMD02_Juvenile Court M2_4 Pages.pdf, MA 15-294 BOS AIR_AMD01_Juvenile Court M2_12_Pages.pdf, MA 15-294 SLA Juvenile Court Meter 2 - 43 pages.pdf, MA 15-294 SSA Juvenile Court Meter 2 pages 29.pdf



MASTER AGREEMENT DETAILS

Master Agreement No: 1600000000000000089

MA Version: 2

Page: 2

Line Description

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Solar Covered Parking Structure Juvenile Court Meter 2					
	Discount	KW	\$0.128			
	0.0000 %					

**Second Amendment
To
Solar PV Energy Project Solar Services Agreement
Juvenile Court Meter 2
MA 16-089 SUNE DB35, LLC**

This Second Amendment to the Solar Services Agreement (the "Amendment") is entered into as of December __, 2015 by and between Pima County, a body politic and corporate of the State of Arizona (hereinafter the "County") and SunE DB35, LLC, a Delaware limited liability company (hereinafter the "Licensee"). The County and Licensee may sometimes hereinafter be individually referred to as a "Party," or collectively as the "Parties."

WHEREAS, the County and Solon Development, LLC, an Arizona limited liability company ("Solon") entered into that certain Solar Services Agreement for Juvenile Court Meter 2 by and between the County and Licensee (the "SSA"), which Solon subsequently assigned to Licensee pursuant to that certain Assignment and Assumption Agreement Juvenile Court Meter 2, dated June 16, 2015.

WHEREAS, pursuant to this Amendment, the Parties desire to correct an erroneous reference to a Purchase Option in Section 3 (Term and Termination) of the SSA and insert an effective start date to Section 18.6 (Assignment by COUNTY).

NOW THEREFORE, the Parties hereby agree as follows:

1. The SSA is hereby amended to delete the following two sentences of the first paragraph in Section 3 (Term and Termination) in their entirety:

"Exhibit 4 of this SSA sets forth a Termination Fee and Purchase Option Price for the System in connection with termination of this SSA. For the sake of clarity, the Purchase Option Price set forth in Exhibit 4 shall only be paid in the event that COUNTY intends to purchase the System consistent with the terms of this SSA, and such Purchase Option Price would be in addition to the Termination Fee owed, if any."

2. The SSA is hereby amended to add the following sentence to the end of the first paragraph in Section 3 (Term and Termination), and as amended above:

"Exhibit 4 of this SSA sets forth the Termination Fee in connection with termination of this SSA."

3. The SSA is hereby amended to revise the first sentence of Section 18.6 (Assignment by COUNTY) to read as follows, with the inserted text in **bold**:

"Not earlier than six (6) months after the Commercial Operation Date, COUNTY may assign or otherwise transfer any of its rights under this Agreement; provided, however, that if COUNTY sells, assigns or otherwise transfers ownership of the Facilities or the Licensed Area and it is determined (by an independent mediator or pursuant to the procedures in Section 11.8 hereof) that this sale, assignment or transfer materially affects LICENSEE's ability to perform its obligations hereunder or under the SLA or the creditworthiness of the person obligated to perform COUNTY's obligations hereunder following any such assignment is insufficient to pay Termination Fees as set forth in Exhibit 4 as of the date of assignment or transfer of rights, then LICENSEE may terminate the SSA and SLA."

4. This Amendment shall be governed and enforced in accordance with the laws of the State of Arizona.

5. This Amendment may be executed in separate counterparts, none of which need contain the signatures of all Parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Any executed counterpart delivered by facsimile, *.pdf* or other electronic means shall constitute an original for all purposes.

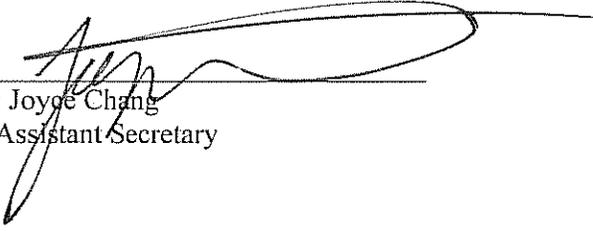
6. Except for the terms expressly modified by this Amendment, no other terms or conditions of the SSA have been amended or modified by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

[Signature Page Follows]

SUNE DB 35, LLC

By: SunE Solar Construction, LLC, by its sole member and manger
By: SunE Solar Construction Holdings, LLC, its sole member and manger
By: Sun Edison LLC, its sole member and manager

By: 
Name: Joyce Chang
Title: Assistant Secretary

PIMA COUNTY, a political subdivision of
the State of Arizona

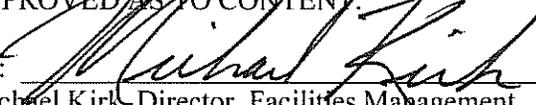
By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

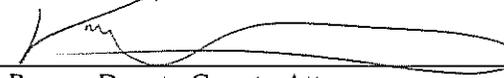
By: _____
Robin Brigode, Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

By: 
Michael Kirk, Director, Facilities Management

Date: 11/23/15

APPROVED AS TO FORM:

By: 
Tobin Rosen, Deputy County Attorney

Date: 11/23/15