



**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 DB31, LLC (Headquarters: Maryland Heights, MO)

**Project Title/Description:**

Solar Covered Parking Structure Stadium Building

**Purpose:**

Amendment of Award of Contract: Solon Development LLC, headquarters at Tucson, AZ, Master Agreement No. MA-PO-16-090 Version 2. This amendment is being processed to delete reference to a Purchase Option in Section 3 (Term and Termination) 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-16-090 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-15-296 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 Stadium Building in an award amount of \$1,986,334.00.

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 DB31, LLC on MA-PO-16-090 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 Stadium Building each month shall be monitored by Facilities Management Department (FMD).

**Retroactive:**

No

**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): 16-090

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*

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: *Jon Burke 12-8-15*

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

## SECOND AMENDMENT TO SOLAR SERVICE AGREEMENT

Solar Covered Parking Structure Stadium Building – MA-PO-16-090 V2 SUNE DB31, LLC

CONTRACT
NO. <u>MA-PO-1600000000000000000090</u>
AMENDMENT NO. <u>02</u>
This number must appear on all invoices, correspondence and documents pertaining to this contract.



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION**

Master Agreement No: 1600000000000000090

MA Version: 2

Page: 1

Description: Solar Covered Parking Structure Stadium Building

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

<b>T E R M S</b>	<p>Initiation Date: 12-15-2015</p> <p>Expiration Date: 05-04-2035</p> <p>NTE Amount: \$1,986,334.00</p> <p>Used Amount: \$0.00</p>
----------------------------------	------------------------------------------------------------------------------------------------------------------------------------

<b>V E N D O R</b>	<p>SunE DB31 LLC</p> <p>137369 Riverport Dr, Ste 1000</p> <p>Maryland Heights MO 63043</p>	<p>Contact: Peggy Hannon</p> <p>Phone: 301-704-2965</p> <p>Email: PHannon@sunedison.com</p> <p>Terms: 0.0000 %</p> <p>Days: 30</p>
----------------------------------------	--------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------

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

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-16-090 BOSAIR\_AMD02\_Stadium\_Building\_4\_Pages.pdf, MA 15-296 SSA Stadium Admin. Bldg - 29 pages.pdf, MA\_15-296\_BOS\_AIR\_AMD01\_Stadium\_Building\_12\_Pages.pdf, MA 15-296 SLA Stadium Admin Bldg - 43 Pages.pdf



# MASTER AGREEMENT DETAILS

Master Agreement No: 1600000000000000090

MA Version: 2

Page: 2

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Solar Electricity for Stadium Building Meter 4					
	Discount	KW	\$0.128			
	0.0000 %					

**Second Amendment  
To  
Solar PV Energy Project Solar Services Agreement  
Stadium Building  
MA 16-090 SUNE DB31, 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 DB31, 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 Stadium Building by and between the County and Licensee (the "SSA"), which Solon subsequently assigned to Licensee pursuant to that certain Assignment and Assumption Agreement Stadium Building, 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.

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

4. 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.

5. 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.

**SUNE DB 31, 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

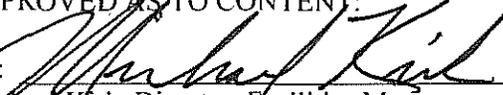
By: \_\_\_\_\_  
Chair, Board of Supervisors

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