CHEMICAL EQUIPMENT PURCHASE AGREEMENT
BETWEEN THE
CITY OF TOLLESON
AND
PUREOPS, LLC

This Purchase Agreement (this "Agreement") is between the City of Tolleson, an Arizona municipal corporation, (the "City"), and PureOps, LLC, an Arizona limited liability company, dba PureOps of Arizona, (the "Vendor") (collectively, "the parties") is hereby entered into and shall be effective on the last signature date set forth below.

Recitals

A. Pursuant to Section 3-5-6 of the Tolleson City Code, the City has determined that an agreement with Contractor is an emergency procurement for the purchase of equipment for the City's chlorine room

B. ("Equipment"). The chlorine room is part of the water treatment disinfectant process and equipment used there must comply at all times with relevant regulations and is needed on a timely basis to protect the public's health, welfare and safety. Compliance with established procurement process is impracticable, unnecessary or contrary to the public interest.

B. This emergency procurement shall be limited to the equipment described in Exhibit A which are necessary to satisfy the emergency need.

Agreement

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. Purchase Equipment. The City agrees to purchase from Vendor equipment for the chorine room as described in the Quote attached as Exhibit A.

2. Compensation. The City's payments to the Vendor (if any) shall not exceed an aggregate amount of $200,000.00 for each fiscal year, July 1st through June 30th, for the Equipment, at payment rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty-five (365).

3. Representations Related to the Equipment. Vendor makes the following representations regarding the Equipment to the City:

(a) Vendor possesses good and marketable title to the Equipment and is conveying them to City free and clear of all liens, security interests, and encumbrances.

(b) There is no litigation or claim of any nature whatsoever pending or threatened with regard to the Equipment being purchased by the City. Additionally, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such litigation or claim.

(c) Vendor has full company power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Vendor of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, have been duly authorized by all requisite company action on the part of Vendor. The Agreement constitutes, and each of the documents to be delivered hereunder when executed and delivered will constitute, a valid and legally binding obligation of Vendor, enforceable against Vendor in accordance with the respective terms and conditions.

(d) Vendor has operated the Equipment in compliance with all applicable laws, regulations, policies, and guidelines of all federal, state, local, and foreign governmental authorities applicable to the Equipment being purchased by the City . The Vendor has not received any notice alleging non-compliance of any of the aforementioned laws, regulations, policies, or guidelines, and neither has engaged in any illegal activity.

(e) All Equipment purchased are in good condition, free from defects, adequate for the uses to which they are being put, and are in good repair and working order, except for ordinary, routine maintenance and repairs that are not material in nature or cost. All inventory, finished Equipment, raw materials, work in progress, packaging, supplies, parts, and other inventories included in the Equipment consist of a quality and quantity usable and salable in the ordinary course of business.

4. <u>Term of Agreement</u>. This Agreement shall be effective on the last signature date set forth below through June 30, 2025 (the “Initial Term”), unless terminated as otherwise provided herein. After the expiration of the Initial Term, this Agreement may be renewed, in writing, for up to three successive one-year terms (each a “Renewal Term”) if (A) it is deemed in the best interests of the City, 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 Agreement, the Vendor requests, in writing, to extend the Agreement for an additional one-year term and (C) the City approves the additional one-year term in writing (including any price adjustments), as evidenced by the City Manager’s signature thereon, which approval may be withheld by the City for any reason. The Vendor’s failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided however,

that the City may, at its discretion and with the agreement of the awarded Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

5. Records and Audit Rights. To ensure that the Vendor is complying with the warranties below, Vendor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor's employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit evaluation of the Vendor's compliance with the Arizona employer sanctions laws referenced below. To the extent necessary for the City to audit Records as set forth in this Section, Vendor hereby waives any rights to keep such Records confidential.

6. E-verify Requirements. To the extent applicable under A.R.S. § 41- 4401, the Vendor warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Vendor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

7. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, 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 of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

8. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

9. Conflict of Interest. This Agreement may be canceled by the City pursuant to A.R.S. § 38-511.

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

11. Agreement Subject to Appropriation. The City 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 City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City 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 City shall be relieved of any subsequent obligation under this Agreement.

12. Indemnification. In any event, the Vendor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City 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 Vendor, its officers, employees, or its agents in the performance of this Agreement.

13. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:
City of Tolleson
9055 West Van Buren Street
Tolleson, Arizona 85353
Attn: Crystal Zamora, City Clerk

With copy to:
Pierce Coleman PLLC
17851 North 85th Street, Suite 175
Scottsdale, Arizona 85255
Attn: Justin S. Pierce, City Attorney

If to Vendor:
PureOps, LLC, an Arizona limited liability company,
dba PureOps of Arizona
5151 East Broadway Blvd., Suite 1600
Tucson, Arizona 85711
Attn: Brandon Garcia

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: (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"City"

CITY OF TOLLESON,
an Arizona municipal corporation

____
Reyes Medrano, Jr., City Manager

ATTEST:

____
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

____
Justin S. Pierce, City Attorney

"Vendor"

PUREOPS, LLC, an Arizona limited liability company,
dba PureOps of Arizona

By: ______________________________ 12/19/2024
Name: Brandon Garcia Date
Its: Sales Director

EXHIBIT A

Quote

[On File in the City Clerk's Office.]