

RESOLUTION NO. 2021-2191

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE POWER OF ATTORNEY DOCUMENTS AND ACKNOWLEDGEMENT OF TERMS AND CONDITIONS FOR RIDGEWAY INTERNATIONAL, INC. AND JOHN S. CONNOR GLOBAL LOGISTICS; PROVIDING AUTHORIZATION FOR THE CITY MANAGER OR HER DESIGNEE AND THE CITY ATTORNEY TO TAKE ANY AND ALL ACTIONS NECESSARY IN FURTHERANCE OF THE POWER OF ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Goodyear City Code Article 4-1, City of Goodyear has an established Police Department; and

WHEREAS, pursuant to Goodyear City Code sections 4-1-5 and 4-1-6, the duties of the Goodyear Police Department includes enforcing the Goodyear City Code and the statutes of the State of Arizona within jurisdictional limits, arresting and charging violators, and answering calls for aid and assistance when authorized beyond city limits; and

WHEREAS, the City of Goodyear Police Department Special Assignments Unit (SAU), is responsible for responses to critical incidents, including barricaded subjects, high risk search and arrest warrants; and

WHEREAS, the City of Goodyear Police Department, utilizes less-lethal weapon systems to end use of force situations with minimal force whenever possible; and

WHEREAS, the City of Goodyear Police Department is in the process of purchasing several less-lethal weapons from an Canadian company, Police Ordnance; and

WHEREAS, the less-lethal weapons require shipment from Canada to Arizona in accordance with United States Customs and Border Protection requirements; and

WHEREAS, Ridgeway International Inc., is a shipping company, and John S. Connor Global Logistics, is a customs brokerage firm; and

WHEREAS, the shipping company, Ridgeway International Inc. requires the city to execute a Power of Attorney Designation as Export Forwarding Agent and Acknowledgement of Terms and Conditions (Ridgeway POA), which is attached hereto as Exhibit A; and

WHEREAS, the customs brokerage firm, John S. Connor Global Logistics, requires the city to execute a Customs Power of Attorney and Acknowledgement of Terms and Conditions (Global POA), which is attached hereto as Exhibit B; and

WHEREAS, both Ridgeway International Inc. and John S. Connor Global Logistics coordinate import and shipping with the less-lethal weapon vendor in accordance with federal customs requirements; and

WHEREAS, the approval and execution of both the Ridgeway POA and Global POA are required to ship the weapons from Canada to Arizona and is necessary for the City of Goodyear Police Department to obtain the less-lethal weapons to facilitate and carry-out certain police operations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. APPROVAL OF THE POWER OF ATTORNEY DOCUMENTS

The Mayor and Council of the City of Goodyear hereby approves of the following:

- A. The Ridgeway International, Inc. Power of Attorney Designation as Export Forwarding Agent and Acknowledgment of Terms and Conditions, a copy of which is attached hereto as Exhibit "A"; and
- B. The John S. Connor Global Logistics Customs Power of Attorney and Acknowledgement of Terms and Conditions; a copy of which is attached hereto as Exhibit "B".

SECTION 2. PROVIDING AUTHORIZATION AND DIRECTION

The Mayor and Council of the City of Goodyear hereby authorize and direct the City Manager or her designee to sign and execute the Power of Attorney documents hereto attached as Exhibit "A" and "B," and hereby further authorize the City Attorney and/or the City Manager or her designee to take any and all actions necessary in furtherance of this document and to carry out the intent of this Resolution, including the revocation of Power of Attorney documents after the weapons have been received.

SECTION 3. EFFECTIVE DATE

This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20____.

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT “A”

Ridgeway International, Inc. Power of Attorney Designation as Export Forwarding Agent
and Acknowledgment of Terms and Conditions

[On the following pages]

**POWER OF ATTORNEY
DESIGNATION AS EXPORT FORWARDING AGENT
and
Acknowledgment of Terms and Conditions**

Copyright 1995, National Customs Brokers and Forwarders Association of America, Inc.

(Revised 01/00)

✓ appropriate box: ☐ Individual
☐ Partnership
☒ Corporation
☐ Sole Proprietorship
☐ Limited Liability Company

KNOW ALL MEN BY THESE PRESENTS: That, City of Goodyear (Grantor), doing business as a municipal corporation under the laws of the State of Arizona, residing or having a principal place of business at 190 N. Litchfield Road, Goodyear, Arizona, hereby constitutes and appoints Ridgeway International USA Inc, its officers, employees, and/or specifically authorized agents (Grantee), to act for and on its behalf as a true and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in the United States (the "territory") either in writing, electronically, or by other authorized means, to:

Make, endorse, sign, declare, or swear to any declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the exportation or transportation, of any merchandise, shipped or consigned by said grantor; Perform any act or condition, which may be required by law or regulation in connection with such merchandise; to receive any merchandise on grantor's behalf;

Make endorsements on bills of lading conferring authority to transfer title; make, sign, declare, or swear to any statement or certificate required by law or regulation for export purposes, regardless of whether such document is intended for filing;

Sign, seal, and deliver for and as the act of said grantor any bond required by law or regulation in connection with exported merchandise, or in connection with the lading or navigation of any vessel or other means of conveyance owned or operated by said grantor, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, or declarations, affidavits or statements in connection with the export of merchandise;

Sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the lading, or operation of any vessel or other means of conveyance;

Authorize other duly licensed forwarders within the territory to act as grantor's agent; if the grantor is a nonresident of the United States, to accept service of process on behalf of the grantor;

Grantor authorizes the above grantee to act within the territory as lawful agent and sign or endorse export documents (i.e., commercial invoices, bills of lading, insurance certificates, drafts and any other document) necessary for the completion of an export on grantor's behalf as may be required under law and regulation in the territory and to appoint forwarding agents on grantor's behalf;

And generally to transact business, including filing of claims pursuant to grantor's request, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney;

Giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents;

This power of attorney to remain full force and effect until revocation in writing is duly given to and received by grantee;

Grantor acknowledges receipt of Ridgeway International USA Inc., Terms and Conditions of Service governing all transactions between the Parties.

If the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor.

IN WITNESS WHEREOF, the said City of Goodyear

caused these presents to be sealed and signed:

_____(Signature)
Julie Karins, City of Goodyear City Manager

_____(Date)

INDIVIDUAL OR PARTNERSHIP CERTIFICATION (This section is not applicable to the City of Goodyear)

CITY _____
COUNTY _____ SS: _____
STATE _____

On this _____ day of _____, 20_____, personally appeared before me
_____ residing at

_____, personally known or sufficiently
identified to me, who certifies that _____(is) (are) the individual (s) who executed the
foregoing instrument and acknowledge it to be _____free act and deed.

(Notary Public)

(To be made by an officer of other than the one who executes the power of attorney)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of
Goodyear

_____ (Signature)

_____ (Date)

[Background](#)

[Regulations and](#)

[Compliance](#)

[Case Studies and](#)

[Process](#)

[Improvement](#)

[Storage Facilities](#)

[Experience](#)

[Personnel](#)

[Contact Us](#)

[Terms of Service](#)

TERMS OF SERVICE

The following are our Standard Conditions of Trading as a Freight Forwarder. A full set of our Standard Trading Conditions are available on application.

RIDGEWAY INTERNATIONAL USA INC. CONDITIONS OF TRADING AS A FREIGHT FORWARDER

PART I:

GENERAL CONDITIONS

Application

1. (A) Subject to sub-clause (B) below, all services of the Company whether gratuitous or not are subject to these Conditions.
 - (i) The provisions of Part I shall apply to all such services.
 - (ii) The provisions of Part II shall only apply to the extent that such services are provided by the Company as agents.
 - (iii) The provisions of Part III shall only apply to the extent that such services are provided by the Company as principals.(B) The following provisions shall be paramount in so far as such provisions are inconsistent with these Conditions:
 - (i) the provisions embodied in a document bearing a title of or including "bill of lading" or "waybill" (whether or not negotiable) where such document is issued by or on behalf of the Company and provides that the Company contracts as a carrier
 - (ii) the provisions of Part IV of these Conditions, to the extent that the Company provides the services of cleaning, maintenance, repair or storage of Containers and ancillary services connected therewith.

variation, cancellation or waiver of these Conditions.

2. All services are provided by the Company as agents except in the following circumstances where the Company acts as principal:(A) where the company performs any carriage, handling or storage of Goods but only to the extent that the carriage is performed by the Company itself or its servants and the Goods are in the actual custody and control of the Company, or(B) where prior to the commencement of the carriage of Goods the Customer in writing demands from the Company particulars of the identity, services or charges of persons instructed by the Company to perform part or all of the carriage, the Company shall be deemed to be contracting as a principal in respect of which the Company fails to give such particulars demanded within 28 days of the Company's receipt of such demand, or(C) to the extent that the Company expressly agrees in writing to act as a principal, or

(D) to the extent that the Company is held by a court of law to have acted as a principal.

3. Without prejudice to the generality of Clause 2(A) the charging by the Company of a fixed price for a service or services of whatsoever nature shall not in itself determine or be evidence that the Company is acting as an agent or a principal in respect of such service or services;(B) the supplying by the Company of their own or leased equipment shall not in itself determine or be evidence that the Company in acting as an agent or a principal in respect of any carriage, handling or storage of Goods;(C) the company acts as an agent where the Company procures a bill of lading or other document evidencing a contract of carriage between a person, other than the Company, and the Customer or Owner;

similar services.

Definitions

4. In these conditions (A) "Company" is Ridgeway International USA Inc. (B) "Customer"

means any person at whose request or on whose behalf the Company provides a service;

(C) "Person"

includes persons or any body or bodies corporate;

(D) "Owner"

includes the owner, shipper and consignee of the Goods and any other person who is or may become interested in the Goods and anyone acting on their behalf;

(E) "Authority"

A duly constituted legal or administrative person, acting within its legal power and exercising jurisdiction within any nation, state, municipality, port or airport;

(F) "Goods"

includes the cargo and any container not supplied by or on behalf of the Company, in respect of which the Company provides a service;

(G) "Container"

includes any container, flexitank, trailer, transportable tank, flat, pallet or any article of transport used to carry or consolidate goods and any equipment of or connected thereto;

(H) "Dangerous Goods"

includes goods which are or may become of a dangerous, inflammable, radioactive or damaging nature and goods likely to harbor or encourage vermin or other pests;

(I) "Hague Rules"

means the provisions of the International Convention for

means a statement of the Customers specific requirements.

Obligations of Customer

5. The Customer warrants that he is either the Owner or the authorized agent of the Owner of the Goods and that he is authorized to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the Owner of the Goods.
6. The Customer warrants that he has reasonable knowledge of matters affecting the conduct of his business, including but not limited to the term of sale and purchase of the Goods and all other matters relating thereto.
7. The Customer shall give sufficient and executable instructions.
8. The Customer warrants that the description and particulars of the Goods are complete and correct
9. The Customer warrants that the Goods are properly packed and labelled, except where the Company has accepted instructions in respect of such services.

Special Instructions, Goods and Services

10. (A) Unless otherwise previously agreed in writing, the Customer shall not deliver to the Company or cause the Company to deal with or handle Dangerous Goods.(B) If the Customer is in breach of sub-clause (A) above he shall be liable for all loss or damage whatsoever caused by or to or in connection with the Goods howsoever arising and shall defend, indemnify and hold harmless the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may without notice be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time.(C) If the Company agrees to accept Dangerous Goods and then in the opinion of the Company or any other person they

11. The Customer undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Customer further undertakes that the Container has been properly pre-cooled or preheated as appropriate, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Customer. If the above requirements are not complied with the Company shall not be liable for any loss of or damage to the Goods caused by such non-compliance.
12. No insurance will be effected except upon express instructions given in writing by the Customer and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance Company or underwriters taking the risk. Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. The Company is an agent in respect of the effecting of insurance and should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its customers.
13. Except in accordance with express instructions previously received in writing and accepted in writing by the Company, the Company shall not be obliged to make any declaration for the purpose of any statute, convention or contract as to the nature or value of any Goods or as to any special interest in delivery.
14. Unless otherwise previously agreed in writing or otherwise provided for under the provisions of a document signed by

misdelivery of Goods.

15. Unless otherwise previously agreed in writing that the Goods shall depart or arrive by a particular date, the Company accepts no responsibility for departure or arrival dates of Goods.
16. (A) The Customer and Owner shall defend, indemnify and hold harmless the Company against all liability, loss, damage, costs and expenses arising (i) from the nature of the goods unless caused by the Company's negligence, (ii) out of the Company acting in accordance with the Customer's or Owner's instructions, or (iii) arising from the breach of warranty or obligation by the Customer or arising from the negligence of the Customer or Owner. (B) Except to the extent caused by the Company's negligence, the Customer and Owner shall be liable for and shall defend, indemnify, and hold harmless the Company in respect of all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any Authority and for all payments, fines, costs, expenses, loss and damage whatsoever incurred or sustained by the Company in connection therewith. (C) Advice and information, in whatever form it may be given, are provided by the Company for the Customer only and the Customer shall defend, indemnify and hold harmless the Company for all liability, loss, damage, costs and expenses arising out of any other person relying on such advice or information. (D) (i) The Customer undertakes that no claim be made against any servant, sub-contractor or agent of the Company which imposes or attempts to impose upon any of them any liability whatsoever in connection with the Goods, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof. (ii) Without prejudice to the foregoing, every such servant, sub-contractor or agent shall have the benefit of all provisions herein, as if such provisions were expressly for their benefit. In entering into this contract the Company, to the extent of those provisions, does not only on his behalf, but as an agent and trustee, for such servants, sub-

preferred in excess of the liability of the Company under the terms of these Conditions and without prejudice to the generality of this clause this indemnity shall cover all claims, costs and demands arising from or in connection with the negligence of the Company, its servants, sub-contractors and agents.

(iv) In this clause, "sub-contractors" includes direct and indirect sub-contractors and their respective servants and agents.

(E) The customer shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Company or any person or vessel referred to in (D) above caused by the Customer or Owner or any person acting on behalf of either of them or for which the Customer is otherwise responsible.

Charges etc.

17. (A) The customer shall pay to the Company in cash or agreed all sums immediately when due without deduction or deferment on account of any claim, counterclaim or set-off. (B) When the Company is instructed to collect freight, duties, charges or other expenses from any person other than the Customer, the Customer shall be responsible for the same on receipt of evidence of demand and non-payment by such other person when due. (C) On all amounts overdue to the Company, the Company shall be entitled to interest, calculated at 4 percent above the base rate of the Lloyds Bank Plc applicable during the period that such amounts are overdue.

Liberties and Rights of Company

18. The Company shall be entitled, except insofar as has been otherwise agreed in writing, to enter into contracts on behalf of itself or the Customer and without notice to the Customer. (A) for the carriage of Goods by any route, means

whether on shore or afloat and for any length of time,

(D) for the carriage or storage of Goods in containers or with other goods of whatever nature,

(E) for the performance of its own obligations, and to do such acts as in the opinion of the Company may be necessary or incidental to the performance of the Company's obligations.

19. (A) The Company shall be entitled but under no obligation, to depart from the Customer's instructions in any respect if in the opinion of the Company there is good reason to do so in the Customer's interest and it shall not thereby incur any addition liability.(B) The Company may at any time comply with the orders or recommendations given by any Authority. The responsibility of the Company in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with such orders or recommendations.

20. If at any time the performance of the Company's obligations, in the opinion of the Company or any other person whose services the Company makes use of, is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage whatsoever and which cannot be avoided by reasonable endeavors by the Company may, on giving notice in writing to the Customer or Owner or without notice where it is not reasonably possible to give such notice, treat the performance of its obligations as terminated and place the Goods or any part of them at the Customer or Owner's disposal at any place, which the Company may deem safe and convenient, whereupon the responsibility of the Company in respect of the Goods shall cease. The Customer shall be responsible for any additional costs of carriage to and delivery and storage at such place and all other expenses incurred by the Company.

Owner to take delivery thereof, the Company or such other person shall be entitled to store the Goods in the open or under cover at the sole risk and expense of the Customer.

22. Notwithstanding clauses 20 and 21, the Company shall be entitled but under no obligation at the expense of the Customer payable on demand and without any liability to the Customer and Owner, to sell or dispose of (A) on giving 21 days notice in writing to the customer all Goods which in the opinion of the Company cannot be delivered as instructed, and (B) without notice Goods which have perished, deteriorated or altered, or are in immediate prospect of doing so in a manner which has caused or may be reasonably expected to cause loss or damage to any person or property or to contravene applicable regulations.
23. The Company shall have a particular and general lien on all Goods or documents relating to Goods in its possession for all sums due at any time from the Customer or Owner and on giving 28 days notice in writing to the Customer, shall be entitled to sell or dispose of such Goods or documents at the expense of the Customer and without any liability to the Customer and Owner and apply the proceeds in or towards the payment of such sums.
24. The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to freight forwarders.
25. The Company shall have the right to enforce against the Owner and the the Customer jointly and severally any liability of the Customer under these Conditions or to recover from them any sums to be paid by the Customer which upon demand have not been paid.

stuffed,

(ii) the unsuitability of the contents for carriage in containers, unless the Company has approved the suitability,

(iii) the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Company this paragraph (iii) shall only apply if the unsuitability or defective condition arose (a) without any negligence on the part of the Company or (b) would have been apparent upon reasonable inspection by the Customer or Owner or person acting on behalf of either of them.

(iv) if the Container is not sealed at the commencement of the Carriage except where the Company has agreed to seal the Container. (B) The Customer shall defend, indemnify and hold harmless the Company against all liability, loss, damage, costs and expenses arising from one or more of the matters covered by (A) above except for (A) (iii) (a) above.

(C) Where the Company is instructed to provide a Container, in the absence of a written request to the contrary, the Company is not under an obligation to provide a Container of any particular type of quality.

General Liability

27. (A) Except insofar as otherwise provided by these Conditions, the Company shall not be liable for any loss or damage whatsoever arising from:

(i) the act or omission of the Customer or Owner or any person acting on their behalf,

(ii) compliance with the instructions given to the Company by the Customer, Owner or any other person entitled to give them,

(iii) insufficiency of the packing or labelling of the Goods except where such services has been provided by the Company,

(vi) riots, civil commotions, strikes, lockouts, stoppage or restraint of labour from whatsoever cause,

(vii) fire, flood or storm, or

(viii) any cause which the Company could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.(B) Subject to clause 15, howsoever caused the Company shall not be liable for loss or damage to property other than the Goods themselves, indirect or consequential loss or damage, loss of profit, delay or deviation.

Amount of Compensation

28. Except in so far as otherwise provided by these Conditions, the liability of the Company, howsoever arising, and notwithstanding that the cause of loss or damage be unexplained shall not exceed the following:(A) in respect of all claims other than those subject to the provisions of sub-clause (c) below, whichever is the least of:

(i) the value of, or

(ii) 2 Special Drawing Rights (SDR's) per gross kilogram of, the Goods lost, damaged, misdirected, misdelivered or in respect of which a claim arises.

(B) The SDR shall be as defined by the International Monetary Fund and the value of a SDR shall be calculated as at the date when settlement is agreed or judgement.

(C) In respect of claim for delay where not excluded by the provisions of these Conditions, the amount of the Company's charges in respect of the Goods delayed.

29. (A) Compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance if paid.(B) If there be no invoice value for the Goods, the compensation shall be calculated by reference to the value of such Goods at the place and time when they are delivered to the Customer or Owner or should have been delivered. The value of the Goods shall be fixed according

30. By special agreement in writing and on payment of additional charges, higher compensation may be claimed from the Company not exceeding the value of the Goods or the agreed value, whichever is the lesser.

Notice of loss, Time Bar

31. (A) The Company shall be discharged of all liability unless:
- (i) notice of any claim is received in writing by the Company or its agent within 14 days after the date specified in (B) below, or within a reasonable time after such date if the Customer proves that it was impossible to so notify, and
 - (ii) suit is brought in the proper forum and written notice thereof received by the Company within 9 months after the date specified in (B) below.
- (B) (i) in the case of loss or damage to Goods, the date of delivery of the Goods,
- (ii) in the case of delay or non-delivery of the Goods, the date that the Goods should have been delivered,
- (iii) in any other case, the event giving rise to the claim.

General Average

32. The Customer shall defend, indemnify and hold harmless the Company in respect of any claims of a General Average nature which may be made on the Company and the Customer shall provide such security as may be required by the Company in this connection.

Miscellaneous

33. Any notice served by post shall be deemed to have to be given on the third day following the day on which it was posted to the address of the recipient of such notice last known to the Company.
34. The defences and limits of liability provided for by these Conditions shall apply in any action against the Company whether such action be founded in contract or tort.

the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be over-ridden to that extent and no further.

36. Headings of clauses or groups of clauses in these Conditions are for indicative purposes only.

Jurisdiction and Law

37. The Conditions and any claim or dispute arising out of or in connection with the services of the Company shall be subject to English Law and the exclusive jurisdiction of the English courts.

PART II: COMPANY AS AGENT

Special Liability and Indemnity Conditions

38. (A) To the extent that the Company acts as an agent, the Company does not make or purport to make any contract with the Customer for the carriage, storage or handling of the Goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing such services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties. (B) The Company shall not be liable for the acts and omissions of such third parties referred to in sub-clause (A) above.

39. (A) The Company when acting as an agent has the authority of the Customer to enter into contracts on the Customer's behalf and to do such acts so as to bind the Customer by such contracts and acts in all respects notwithstanding any departure from the Customer's instructions. (B) Except to the extent caused by the Company's negligence, the Customer shall defend, indemnify and hold harmless the

Choice of Rates

40. Where there is a choice of rates according to the extent or degree of liability assumed by persons carrying, storing, handling the Goods, no declaration of value where optional will be made unless otherwise agreed in writing.

PART III: COMPANY AS PRINCIPAL

41. To the extent that the Company contracts as principal for the performance of the Customer's instructions, the Company undertakes to perform or in its own name to procure the performance of the Customer's instructions and subject to the provisions of these Conditions shall be liable for the loss of or damage to the Goods occurring from the time that the Goods are taken into its charge until the time of delivery.
42. Where the Company contracts as a principal and sub-contracts the performance of its services and it can be proved that the loss of or damage to or in respect of the Goods arose or was caused whilst the Goods were in the care or custody of the sub-contractor (if not of General application, insert here the words "in the continent of Africa", "in the continent of Australia" or such other applicable wording), the company shall have the full benefit of all rights, limitations and exclusions of liability available to such sub-contractor in the contract between the Company and such sub-contractor and in any law, statute or regulation and liability of the company shall not exceed the amount recovered, if any, by the Company from such sub-contractor.
43. Notwithstanding other provisions in these Conditions, if it can be proved where the loss or damage to the Goods occurred, the Company's liability shall be determined by the provisions contained in any international convention or national law, the provisions of which:(A) cannot be

or stage of carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.

44. Notwithstanding other provisions in these Conditions, if it can be proved that the loss of or damage to the Goods occurred at sea or inland waterway and the provisions of clause 42 do not apply, the Company's liability shall be determined by the Hague Rules. Reference in the Hague Rules to carriage by sea shall be deemed to include reference to carriage by inland waterways and the Hague Rules shall be construed accordingly.
45. Notwithstanding the provisions of clause 42 if the loss of or damage to the Goods occurred at sea or inland waterways, and the Owner, Charterer or operator of the vessel establishes a limitation fund, the liability of the Company shall be limited to the proportion of the said limitation fund allocated to the Goods.
46. Air Carriage If the Company acts as a principal in respect of a carriage of Goods by air, the following notice is hereby given: If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage to cargo. Agreed stopping places are those places (other than the places of departure and destination) shown under requested routing and/or those places shown in carriers' timetables as scheduled stopping places for the route. The address of the first carrier is the airport of departure.
47. Both to Blame Collision Clause The current Both-to-Blame Collision Clause as adopted by BIMCO is in these conditions.

contracts and tariffs and any law compulsorily applicable. The Company guarantees the fulfillment of such carrier's obligations under their contracts and tariffs.(B) If and to the extent that the provisions of the Harter Act of the USA 1893 would otherwise be compulsorily applicable to regulate the Company's responsibility for the Goods during any period prior to loading on or after discharge from the vessel on which the Goods are to be or have been carried, the Company's responsibility shall instead be determined by the provisions of these Conditions, but if such provisions are found to be invalid such responsibility shall be determined by the provisions in the Carriage of Goods by Sea Act of the USA approved 1936.

COMPANY PROVIDING SERVICES FOR CLEANING, MAINTENANCE, REPAIR OR STORAGE OF CONTAINERS AND ANY SERVICES CONNECTED THEREWITH

49. Subject to clause 35 above, the Company shall not be liable for any improper performance or non performance of its Services, or the consequences arising therefrom, except to the extent provided in this Part

IV.

50. (A) The Company's liability shall not exceed the reasonable cost of rectifying the services improperly or not performed by the Company, subject to a limit per Container of that Container's market value.(B) At the Company's sole option, the company may rectify at its own expense the services improperly or not performed. If the Company exercises this option, or is not given an opportunity by the Customer or Owner to exercise this option, the Company shall not be liable for any costs incurred by the Customer or Owner in rectifying such services.

51. The Customer and Owner undertake to inspect the Container or redelivery to the Customer or Owner or person acting on their behalf. The Company shall not be

Company's services which would have been apparent upon reasonable inspection of the Container at the time of redelivery.

52. The Company shall be discharged of all liability unless:

- (i) Notice of any claim is received by the Company in writing within 14 days, and
- (ii) suit is brought in the proper form and written notice thereof received by the Company within 9 months after the date of redelivery of the Container to the Customer or Owner or person acting on their behalf.

EXHIBIT “B”

John S. Connor Global Logistics Customs Power of Attorney
and Acknowledgement of Terms and Conditions

[On the following pages]

IRS/SS Number [REDACTED] OR Customs Assigned Number [REDACTED]
ACH Payor Unit Number [REDACTED]
CTPAT SVI Number [REDACTED]
FDA Registration Number [REDACTED]

**CUSTOMS POWER OF ATTORNEY
and
Acknowledgement of Terms and Conditions**

Copyright 1995, National Customs Brokers and Forwarders
Association of America, Inc. (Revised 01/00)

☒ Appropriate box: ☐ Individual ☐ Partnership ☒ Corporation
☐ Sole Proprietorship ☐ Limited Liability Company

KNOW ALL MEN BY THESE PRESENTS:

That, CITY OF GOODYEAR doing
(Full name of Individual, Partnership, Corporation, Sole Proprietorship, or Limited Liability Company) (Identity)

business as A MUNICIPAL CORPORATION under the laws of the State of ARIZONA residing or having a

principal place of business at 190 N. LITCHFIELD ROAD, GOODYEAR, ARIZONA, 85338, hereby constitutes and

appoints John S. Connor, Inc., its officers, employees, and/or specifically authorized agents, to act for and on its behalf as a true
(Grantee's Name)

and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in the United States (the "territory") either in writing, electronically, or by other authorized means, to:

Make, endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in or through the customs territory, shipped or consigned by or to said grantor;

Perform any act or condition, which may be required by law or regulation in connection with such merchandise deliverable to said grantor; to receive any merchandise;

Make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make, sign, declare, or swear to any statement or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with Customs;

Sign, seal, and deliver for and as the act of said grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unlading or navigation of any vessel or other means of conveyance owned or operated by said grantor, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits or statements in connection with the entry of merchandise;

Sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unlading, or operation of any vessel or other means of conveyance owned or operated by said grantor;

Authorize other Customs Brokers duly licensed within the territory to act as grantor's agent; to receive, endorse and collect checks issued for Customs duty refunds in grantor's name drawn on the Treasurer of the United States; if the grantor is a nonresident of the United States, to accept service of process on behalf of the grantor;

And generally to transact Customs business, including filing of claims or protests under section 514 of the Tariff Act of 1930, or pursuant to other laws of the territories, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney;

Giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents;

This power of attorney to remain full force and effect until revocation in writing is duly given to and received by grantee (if the donor Of this power of attorney is a partnership, the said power shall in no case have any force or effect in the United States after the expiration 2 years from the dates of its execution);

Appointment as Forwarding Agent: Grantor authorizes the above Grantee to act within the territory as lawful agent and sign or endorse export documents (i.e., commercial invoices, bill of lading, insurance certificates, drafts and any other document) necessary for the completion of an export on grantor's behalf as may be required under law and regulation in the territory and to appoint forwarding agents on grantor's behalf;

Grantor acknowledges receipt of John S. Connor, Inc. Terms and Conditions of Service governing all transactions between
(Grantee's Name)
the Parties. If the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor.

IN WITNESS WHEREOF, the said CITY OF GOODYEAR, ARIZONA caused these presents to be sealed and signed:
(Full name of company)

(Signature) _____ (Capacity) CITY MANAGER Date: _____

Witness: (if required) N/A

if you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs charges (duties, taxes or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to the "U.S. Customs Service" which shall be delivered to Customs by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

INDIVIDUAL OR PARTNERSHIP CERTIFICATION

CITY N/A

COUNTY N/A SS

STATE N/A

On this N/A day of N/A, 20N/A personally appeared before me residing at N/A, personally known or sufficiently identified to me,

who certifies that N/A (is) (are) the individual (s) who executed the foregoing instrument and acknowledge

it to be N/A free act and deed.

Notary Public

CORPORATE CERTIFICATION

(To be made by an officer of other than the one who executes the power of attorney)

I, DARCIE MCCracken, certify that I am the CITY CLERK of CITY OF GOODYEAR, organize

under the laws of the State of ARIZONA that JULIE KARINS, CITY MANAGER, who signed this power of attorney

on behalf of the Grantor, is-the CITY MANAGER of said corporation; and that said power of attorney was duly signed, and attested for and in behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed at a regular meeting held on

the 6TH day of DECEMBER, 2021 now in my possession or custody. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation and was executed in accordance with the laws of the State or Country of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of GOODYEAR

this _____ day of _____, 20____.

(Signature)

(date)

Terms & Conditions of Service

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions. "Company" shall mean **John S. Connor, Inc.**, its subsidiaries, related companies, agents and/or representatives; (a) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. **It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;**

(b) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form; (c) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier"; (d) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as agent. The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services, both domestically and internationally, or other logistics services in any capacity other than as a carrier.

3. Limitation of Actions.

(a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.

(b) All suits against Company must be filed and properly served on Company as follows:

- (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
- (ii) For claims arising out of brokering domestic motor carrier transportation, within one (1) year from the date of loss;
- (iii) For claims arising out of air transportation, within two (2) years from the date of the loss;
- (iv) For claims arising out of the preparation and/or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the entry(s);
- (v) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. No Liability For The Selection or Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

6. Reliance On Information Furnished.

(a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;

(b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

(c) Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer

agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.

(d) Customer acknowledges that it is required to advise Company in advance of its intention to tender hazardous material goods and that it will otherwise comply with all federal and international hazardous material regulations.

7. Declaring Higher Value To Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability.

(a) Except as specifically set forth in these terms and conditions, Company makes no express or implied warranties in connection with its services;

(b) Customer may obtain insurance coverage for cargo loss or damage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

(c) In all events, the Company's liability shall be limited to the following:

(i) where the claim arises from activities other than those relating to customs business, \$50 per shipment or transaction, or

(ii) where the claim arises from activities relating to "Customs business," \$50 per entry or the amount of

brokerage fees paid to Company for the entry, whichever is less;

(d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.

(e) With respect to domestic transportation, Company shall not be liable for a motor carrier's failure to maintain insurance or for the accuracy of any documentation furnished by a motor carrier to Company or Customer evidencing said coverage.

10. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

11. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

13. Costs of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 18% per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company.

14. General Lien and Right To Sell Customer's Property.

(a) Company shall have a continuing lien on any and all property and documents relating thereto of Customer coming into Company's actual or constructive possession, custody or control or enroute, which lien shall survive delivery, for all charges, expenses or advances owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. Customs duties, transportation charges, and related payments advanced by the Company shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which the Company is acting as a mere conduit.

(b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.

(c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

15. No Duty To Maintain Records For Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

16. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to,

obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

17. No Duty To Provide Licensing Authority. Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.

18. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

19. No Modification or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

20. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

21. Force Majeure. Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts. In such event, Company reserves the right to amend any tariff or negotiated freight or logistics rates, on one day's notice, as necessary to provide the requested service.

22. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in Full force and effect. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

23. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of Maryland without giving consideration to principles of conflict of law. Customer and Company:

- (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Maryland;
- (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
- (c) consent to the exercise of *in personam* jurisdiction by said courts over it, and
- (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.