

**CITY OF FLAGSTAFF**  
**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (hereinafter “Agreement”) is made between **CITY OF FLAGSTAFF** with its principal address at 211 West Aspen Avenue, Flagstaff, Coconino County, Arizona (the “Client”) and the **SALT RIVER VALLEY WATER USERS ASSOCIATION** (the “Association”).

RECITALS

- A. The Client desires to continue Operation and Maintenance (O&M) services for its existing 7 SRP Flowtography® sites in the Upper Lake Mary Watershed.
- B. The Client desires to continue O&M services for its existing 3 SRP Snow Precipitation Antifreeze Gages in the Upper Lake Mary Watershed.
- C. The Association agrees to perform these services for Client under the terms and conditions set forth in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, SRP and Client agree as follows:

SCOPE OF WORK

Client engages the Association to furnish the work described in **Schedule A**, attached hereto and by this reference incorporated herein. The Association agrees to furnish the work in accordance with Schedule A. Client is responsible for obtaining all necessary permits, which may include land access agreements and/or permits necessary to install the monitoring equipment.

COMPENSATION AND PAYMENT

Client agrees to pay the Association in accordance with the compensation and payment terms set forth in **Schedule B**. The Association agrees to accept such amounts as full payment for its work and to sign such waivers of lien, affidavits, and receipts as Client shall request in order to acknowledge payment.

MATERIAL, SUPPLIES, EQUIPMENT AND TOOLS

The Association shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed in accordance with this Agreement.

## INDEPENDENT CONTRACTOR RELATIONSHIP

The Association is an independent contractor and is not an employee, servant, agent, partner or joint venturer of Client. Client shall determine the work to be done by the Association, but the Association shall determine the means by which it accomplishes the work specified by Client. Client is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes the Association. Neither the Association nor its employees shall be entitled to receive any benefits which employees of Client are entitled to receive and shall not be entitled to worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for Client.

## EMPLOYEES OF CONTRACTOR

The Association shall be solely responsible for paying all FICA and other taxes, worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the Association and its employees, servants and agents.

## INSURANCE

The Association is self-insured.

## NON-WAIVER

The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

## CONFLICT OF INTEREST

The City may, by written notice to SRP, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. §35-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the City of Flagstaff is an employee or agent of any other party in any capacity or a consultant to any other party in the Agreement with respect to the subject matter.

## DOCUMENTATION AND RECORD KEEPING

The City and SRP will retain all records that are pertinent to the activities to be funded under this Agreement.

The City and SRP will retain all records pursuant to the City's and SRP's record retention policy. Pursuant to the City's and SRP's record retention policy, records will be retained for 6 years. Records must be retained longer if any litigation, claim, or audit is stated before the expiration of the record retention period. Should the Client cancel, the records will be transferred within the thirty day time frame as specified in the TERM. SRP has no obligation beyond the 30 day notice to retain the records, unless otherwise agreed to by the parties and recorded with signatures.

DISCLOSURE

The City and SRP understand that services performed under this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of the City's or SRP's responsibilities with respect to services provided under this Agreement, is prohibited by Arizona State Law unless written consent is obtained from such person receiving service.

ACKNOWLEDGEMENT

Both parties shall acknowledge during the term of the Agreement the contribution of the City of Flagstaff, Water Services Division funds towards the Project, and SRP's services & technology, in all instances where the project is mentioned.

DATA/INFORMATION REQUEST

The City owns any data produced or purchased during the term of this Agreement and has the right's to obtain, reproduce, publish, or otherwise use the data/Information or authorize others to receive, reproduce, publish, or otherwise use the data/Information as provided by the City of Flagstaff (see TERM below). All data requests will transact directly between City of Flagstaff and SRP. Further distribution of the data will be conducted by City of Flagstaff. See **Schedule C** for terms and conditions.

NO AUTHORITY TO BIND CLIENT

Neither the Association nor Client has authority to enter into contracts on behalf of, or authority to bind the other party.

NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt.

ENTIRE AGREEMENT

This is the entire Agreement between the parties with respect to the subject matter hereof and can only be supplemented, amended, or revised by a writing that is signed by each of the parties.

ASSIGNMENT

The Association may not assign any of its rights or duties under this Agreement without the prior written consent of Client.

TERM

This Agreement is effective **July 1, 2020 for a three year term through June 30, 2023** and shall continue in effect until cancelled by either party upon thirty (30) days written notice to the other party. In the event Client cancels, Client shall reimburse the Association for expenses incurred to the 30 day concluded date, or otherwise as mutually agreed to. A plan to convey any raw data, to transfer images, or data hosting web services will be evaluated within the 30 day time frame. SRP has no obligation beyond the 30 day notice to facilitate or retain the data, unless otherwise agreed to by the parties and recorded with signatures.

KEY CONTACTS

Erin Young  
Water Resources Manager, Water Services Division  
City of Flagstaff  
2323 N Walgreens Street, Suite 1  
928-213-2405  
[eyoung@flagstaffaz.gov](mailto:eyoung@flagstaffaz.gov)

Stacey Brechler-Knaggs  
Grants and Contracts Manager  
City of Flagstaff  
211 West Aspen Avenue  
928-213-2227  
[sknaggs@flagstaffaz.gov](mailto:sknaggs@flagstaffaz.gov)

Bob Pane  
Manager, Aquifer Management & Data Analytics  
Salt River Project  
602-236-2511  
[Bob.Pane@srpnet.com](mailto:Bob.Pane@srpnet.com)

Charlie Ester  
Manager, Watershed Management  
Salt River Project  
602-236-2587  
[Charlie.EsterIII@srpnet.com](mailto:Charlie.EsterIII@srpnet.com)

Heather Jayo  
Hydrographic Analyst/Engineer, Data Analytics  
Salt River Project  
602-236-2262  
[Heather.Jayo@srpnet.com](mailto:Heather.Jayo@srpnet.com)

LAW

This Agreement shall be governed and construed in accordance with Arizona law and venue shall be in Maricopa County.

The parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CLIENT- CITY OF FLAGSTAFF

THE SALT RIVER VALLEY WATER  
USERS' ASSOCIATION

By \_\_\_\_\_  
GREG CLIFTON

By \_\_\_\_\_  
BOB PANE

Its: City of Flagstaff Manager

Its: Manager, Aquifer Management & Data Analytics

ATTEST: CITY CLERK

By \_\_\_\_\_

APPROVED AS TO FORM: CITY ATTORNEY

By \_\_\_\_\_

## **SCHEDULE A**

### **SCOPE OF WORK**

Annual Operation Services for the

#### ***“Upper Lake Mary Watershed Monitoring Project”***

*Where SRP will:*

*A) Provide Operation Services to 7 SRP Flowtography® stations pursuant to CNF Special Use Permit Authorization ID: PEA1000*

*B) Provide Operation Services to 3 SRP Snow Precipitation Antifreeze Gage Stations pursuant to CNF Special Use Permit Authorization ID: PEA1000*

#### **Operation Services:**

- 1) SRP Flowtography® Operation Services consist of Stream-Flow Monitoring, Data Management, and Data Access and Sharing. This includes travel to the site, operation of the site, data collection from the in-stream pressure transducers (manually downloaded) and Flowtography images data card collection, cellular fees, data and image processing, and display the streamflow data on the SRP website, My Watershed, (<https://streamflow.watershedconnection.com/MyWatershed>) and low-resolution images on a third party website, Vosker (<https://www.vosker.com/>). Electronic high-resolution image retention for the project will be on SRP Servers.
- 2) SRP Snow Precipitation Antifreeze Gage Station Operation consists of Data Access and Sharing. This includes travel to the site, operation of the site, data collection from the gages, satellite fees, , and display the data on the SRP website, My Watershed (<https://streamflow.watershedconnection.com/MyWatershed>).

#### **Equipment/Components:**

- 1) Equipment components and assurances of quality construction, including periods of stated warranty for specific integrated equipment will be subject to each manufacturer’s warranty statement and terms. SRP does not directly warrant manufacturer-specific components. SRP costs to facilitate repairs due to manufacturers warranted items will be invoiced as required.
- 2) City of Flagstaff is responsible for any equipment damage, acts of vandalism, fire, damages from weather, or any other acts/consequences.
- 3) Equipment outages/malfunctions/breakdowns can result in loss of image and electronic data collection and subsequent record. SRP is not responsible for loss of image or loss of data collected.
- 4) Inclement weather and extreme cold can affect the performance and operation of the Flowtography and Pressure Transducer system. For example, snow covering a solar panel to the extent that it is unable to satisfactorily provide the electrical requirements necessary to sustain the operation of the system, or ice forming around or damaging the Pressure Transducer.
- 5) Performance of the Pressure Transducer, Flowtography electronics, battery, and other components is subject to each manufacturer’s operating temperature range for its products and equipment. (At times, the equipment may be exposed to temperature exceedances.)

**SCHEDULE B (Page 1 of 6)**

**SECTION 1 - PROJECT COSTS – Operation**

**Operation Services to SRP Flowtography® Stations  
(See Schedule A Scope of Work, line items A)**

Operation Services to 7 Flowtography Stations – Not to exceed 4 site visits per year*					
	Type of Service	FY2021	FY2022	FY2023	Comments
SRP Flowtography® & Pressure Transducer Operation for 7 SRP Flowtography® sites (Schedule A Scope of Work, line item A)	Operation Services	\$76,392.00	\$78,683.00	\$81,041.00	Sites included: LM-1, LM-2, LM-2B, LM-3L, LM-3U, LM-4, LM-5
Subtotal per fiscal year– SRP Flowtography® Operation**		\$76,392.00	\$78,683.00	\$81,041.00	Applicable taxes not shown

\*SRP recommends 6 site visits per year. Any frequency less than 6 site visits per year may result in data loss. City of Flagstaff wishes to proceed forward at 4 site visits per year.

\*\*Contingency not included (see Schedule B - Section 2)

**Operation Services for SRP Snow Precipitation Antifreeze Gage Stations  
(See Schedule A Scope of Work, line item B)**

Operation Services to 3 SRP Snow Precipitation Antifreeze Gage Stations – Not to exceed 2 site visits per year					
	Type of Service	FY2021	FY2022	FY2023	Comments
Precipitation Gage Operation for 3 SRP Snow Precipitation Antifreeze Gage Stations (Schedule A Scope of Work, line item B)	Operation Services	\$12,021.00	\$12,382.00	\$12,754.00	Does not include data processing. Sites included: LM-2-P, LM-3U-P, LM-5-P
Subtotal per fiscal year– Precipitation Gage Operation*		\$12,021.00	\$12,382.00	\$12,754.00	Applicable taxes not shown

\*Contingency not included (see Schedule B- Section 2)

**SCHEDULE B (Page 2 of 6)**

**SECTION 1 (cont') - PROJECT COSTS – Operation**

**Cumulative Yearly Costs (See Schedule A Scope of Work, line items A – C)**

Cumulative Operation Costs per Fiscal Year**			
	FY2021	FY2022	FY2023
Cumulative Operation Costs for SRP Flowtography® and SRP Snow Precipitation Antifreeze Gage Stations*	\$88,413.00	\$91,065	\$93,795

\*Contingency not included (see Schedule B- Section 2)

\*\*Applicable taxes not shown – will be an additional cost

**Payment Terms**

All invoices will be accompanied by a brief description of equipment and/or services provided by site, date, purpose, and materials. Compensation (price) in this Agreement is based upon fixed costs. Invoices are due and payable within 30 days. For each calendar month, or fraction thereof, that payment is late, the Client shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less.

**Operation Recurring Costs**

Invoicing for routine services will occur at regular intervals and will be submitted subsequent to scheduled or unscheduled site servicing (break fix service events subject to City authorization – see Schedule B- Section 2).

**SCHEDULE B (Page 3 of 6)**

**SECTION 2 – CONTINGENCY SERVICES AND COSTS**

**Ad-hoc Services**

**Data Summary Reports**

At the request of the City of Flagstaff, SRP can produce reports (based on the desired fiscal year(s)).

The cost to produce reports are as follows:

	Report Type	Cost per site per Report* (FY2021)	Cost per site per Report* (FY2022)	Cost per site per Report* (FY2023)
1.	Annual Report (no quarterly reports, per 12 month operation)	\$2,252.00	\$2,320.00	\$2,390.00
2.	Seasonal Reporting (no annual report, no quarterly reports)			
	<i>Winter (Oct 1<sup>st</sup> to the following May 31<sup>st</sup>)</i>	\$1,877.00	\$1,934.00	\$1,992.00
	<i>Summer (June 1<sup>st</sup> to the following September 30<sup>th</sup>)</i>	\$1,126.00	\$1,160.00	\$1,195.00
3.	Quarterly Reports (no annual report, no seasonal report)	\$939.00	\$968.00	\$968.00
	<i>Annual Summary of Quarterly Reports</i>	\$751.00	\$774.00	\$798.00

\*Applicable taxes not included

Reports may contain the following information per site:

- 1) Period of Record.
- 2) Stage Hydrograph for each SRP Flowtography® site.
- 3) Precipitation Hydrograph for each SRP Snow Precipitation Antifreeze Gage.
- 4) Flow Hydrograph for each site (Provisional Flow data calculated using derived flow equations)
- 5) Statement of what occurred at each site.
- 6) Service record of each site.
- 7) General observations and analysis/comments

Note: Reporting excludes the Newman Canyon site. This site is observational only (image collection - no data services or interpretation).

**SCHEDULE B (Page 4 of 6)**

**SECTION 2 (cont') – CONTINGENCY SERVICES AND COSTS**

**Ad-hoc Services**

In the event of any unforeseen circumstances, equipment needs, or break-fix events, the following SRP costs could apply:

Transportation – Helicopter	\$650 - \$1000 per rotor hour (depends on aircraft)
Transportation – Vehicle – ground	\$10 per SRP labor hour
Additional Materials	Retail costs plus 25%
Cellular Network Fees	\$85 per site per month
Labor (Professional Services)	\$125 per hour
Labor (Non-Technical if appropriate)	\$110 per hour
Data Processing (Professional & Analytical Services)	\$145 per hour
Direct Hydrographic Measurement (exclusive of travel costs)	\$510 per site/event
Overnight stay and meal expenses (when required)	\$275 per day per person

City of Flagstaff has elected to discontinue the Newman Canyon SRP Flowtography® site. Should this site be desired to be re-activated, City of Flagstaff will need to submit a written request to SRP, and the following Operation costs will apply.

Operation Services to Newman Canyon Station – Not to exceed 4 site visits per year*					
	Type of Service	FY2021	FY2022	FY2023	Comments
SRP Flowtography® Operation for Newman Canyon	Operation Services	\$4,856.00	\$5,002.00	\$5,152.00	Sites included: Newman Canyon Flowtography Only – Data and Image Processing not Included
Subtotal per fiscal year– SRP Flowtography® Operation**		\$76,392.00	\$78,683.00	\$81,041.00	Applicable taxes not shown

\*SRP recommends 6 site visits per year. Any frequency less than 6 site visits per year may result in data loss. City of Flagstaff wishes to proceed forward at 4 site visits per year.

\*\*Contingency not included (see Schedule B - Section 2)

City of Flagstaff has elected to perform its own precipitation gage data processing. Should City of Flagstaff desire SRP to process its precipitation data, City of Flagstaff will need to submit a written request to SRP, and the following Data Processing costs will apply.

Data Processing Services to 3 SRP Snow Precipitation Antifreeze Gage Stations					
	Type of Service	FY2021	FY2022	FY2023	Comments
Precipitation Gage Data Processing for 3 SRP Snow Precipitation Antifreeze Gage Stations	Operation Services	\$10,130.00	\$10,434.00	\$10,747.00	Data Processing Only. Sites Included: LM-2-P, LM-3U-P, LM-5-P
Subtotal per fiscal year– Precipitation Gage Data Processing		\$10,130.00	\$10,434.00	\$10,747.00	Applicable taxes not shown

### Contingency Funds

Contingency funds are required to cover materials that are an exception to the planned operations schedule (i.e. SD cards, batteries, and cameras), per diem for site servicing, break-fix events, and any ad-hoc services that the City of Flagstaff may request. City of Flagstaff has a 10 percent contingency fund for this purpose. Should replacement transducers be needed, the cost may not be covered by this contingency. Flagstaff will monitor items billed as contingency and work with SRP on options to scale back routine site visits should the contingency funds get close to running out.

Note: Should scaling back routine site visits occur, there will be approximately a three week delay on data and image processing as well as an increased risk of uncollected data loss.

Contingency Funds Estimated for Maintenance Services			
	FY2021	FY2022	FY2023
<b>Break Fix events<sup>1</sup>, special services, or equipment requirements that are needed that are an exception to the planned Operations schedule</b> <i>(Estimated at 15 percent of total projected Operation Costs)</i>	\$13,262.00	\$13,660.00	\$14,070.00

## **SCHEDULE B (Page 6 of 6)**

### **SECTION 2 – CONTINGENCY SERVICES AND COSTS**

#### **<sup>1</sup>Break-Fix Events**

A break-fix event is any event that exceeds the six planned SRP Flowtography® site visits and the two planned SRP Snow Precipitation Antifreeze Gage site visits encompassed in the Operation budget (see Schedule B – Section 1). This includes all materials and/or to restore the site to service. If a break-fix event is needed, timely completion is required to restore data collection. Delays in break-fix events could result in lost or uncollected data. SRP is not responsible for any lost or uncollected data.

City of Flagstaff has pre-authorized up to \$500 per site per fiscal year for materials and requirements of break-fix events. For the total project per fiscal year, SRP included 10 overnight stays and meal expenses (e.g. per diem) in the recommended contingency budget.

Any one break-fix event, other work, and/or materials that exceeds \$500 per site per fiscal year must be authorized by the City in advance.

Requests for City authorization will be submitted by email to:

Erin Young  
Water Resource Manager  
City of Flagstaff Water Services Division  
2323 N. Walgreens Street, Suite 1  
Flagstaff, AZ 86004  
W: 928-213-2405  
C: 928-821-5952  
[eyoung@flagstaffaz.gov](mailto:eyoung@flagstaffaz.gov)

## SCHEDULE C (Page 1 of 2)

### City of Flagstaff Information\* Request

**Current Contract Date Range** – July 1, 2020 to June 30, 2023 *(from Schedule A)*

**Date requested:** \_\_\_\_\_ **Date needed:** \_\_\_\_\_

**Person requesting the information:** \_\_\_\_\_

**Primary contact person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**What specific information is being requested?**

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**Transfer method (FTP, floppy disk, USB stick, other):**

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**Comments:**

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\*Information is comprised of raw SRP Flowtography® images or subsequent data developed from the post-processing of those images or pressure transducer data. Information eligibility is limited to that which was collected during periods of contracted service(s). *Engineering specifications, proprietary technology and other information, such as but not limited to, field surveys, predictive equations, etc. are not eligible.*

### SCHEDULE C (Page 2 of 2)

#### City of Flagstaff Information Request

By signing this page the person requesting the Information agrees to the following conditions:

- In no event shall SRP be liable for any damages whatsoever resulting from or related to any use of the Information, including, but not limited to, direct, indirect, special, incidental, consequential or exemplary damages whatsoever.
- City of Flagstaff further agrees to indemnify and forever hold harmless SRP from and against any claims, demands, lawsuits, actions and/or causes of action, whether in tort or contract, whether known or unknown, that may hereafter, or at any time, be made or brought against SRP by any person or entity arising out of or in any way connected to the Information disclosed subsequent to this request.
- The undersigned hereby agrees to the above terms and conditions and represents that he/she has the authority to execute this agreement on behalf of the City of Flagstaff.
- Information provided by SRP to City of Flagstaff will be distributed further at the discretion of City of Flagstaff.
- I agree to the SRP Information Request Fee Schedule as follows:
  - Any person requesting Information may be invoiced for SRP’s services at the following rate. Payment may be required before any information is released:
    - \$145 per hour, (half hour minimum)

Name (print): \_\_\_\_\_ for City of Flagstaff

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<p>For SRP Use:</p> <p>Information request processed by: _____</p> <p>Labor hours: _____</p> <p>Information provided: _____</p> <p>Transfer Method: _____</p> <p>Date Transferred: _____</p> <p>Comments: _____</p>
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