

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JANUARY 21, 2020

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:30 P.M. AND 6:00 P.M.

4:30 P.M. MEETING

Individual Items on the 4:30 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. ROLL CALL

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life for all.

4. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

5. **PROCLAMATIONS AND RECOGNITIONS**

- A. **Recognition:** Lunar Legacy Awards
- B. **Recognition:** ADOT Scenic Sign Reveal
- C. **Recognition:** CrisCom Company's Leader for America Award Presentation

6. **LIQUOR LICENSE PUBLIC HEARINGS**

- A. **Consideration and Action on Liquor License Application:** Chad Cook "Black Hat Distilling," 1311 E Butler Avenue, Building B, Series 18 (In-state Craft Distillery), New License.

STAFF RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

7. **CONSENT ITEMS**

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

- A. **Consideration of Appointments:** On-Call Magistrates for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the appointments of On-Call Magistrates.

- B. **Consideration and Approval of Grant Agreement:** Grant Agreement between the City of Flagstaff and Arizona Department of Transportation for Airport Snow Removal Equipment.

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement with the Arizona Department of Transportation (ADOT) in the amount of \$71,947 for the Airport Snow Removal Equipment. The grant will match the City's costs associated with the equipment purchase.

- C. **Consideration and Approval of a Cooperative Purchase Contract:** Approve the purchase of a 900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner through the Sourcewell cooperative purchase contract, from Sewer Equipment of America and its Arizona distributor Arizona Wastewater Industries in the amount of \$408,979.07 plus any additional fees or taxes.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of a 900-ECO 12 Yard Truck-mounted Combination Sewer Cleaner through the Sourcewell cooperative purchase contract No. 122017-SCA with Sewer Equipment of America through its Arizona distributor Arizona Wastewater Industries in the amount of \$408,979.07 plus any additional fees or taxes; and
2. Authorize the City Manager to execute the necessary documents.

- D. **Consideration and Approval of Grant Agreement:** between the City of Flagstaff and Arizona Department of Transportation for the Airport Drainage Plan Improvements.

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement with the Arizona Department of Transportation (ADOT) in the amount of \$350,000 for the Airport Drainage Plan Improvements.

- E. **Consideration and Approval of Application:** Between the City of Flagstaff and the Federal Aviation Administration for the 2020 Passenger Facility Charge (PFC) Application.

STAFF RECOMMENDED ACTION:

Approve the 2020 Federal Aviation Administration (FAA) Passenger Facility Charge (PFC) application and authorize the City Manager to make non-substantive adjustments as necessary to address FAA requests.

- F. **Consideration and Approval of Grant Agreement:** Arizona Text-to- 911 Grant Agreement between Arizona Department of Administration Office (ADOA) of Grants and Federal Resources and the City of Flagstaff acting as System Administrator for Coconino County.

STAFF RECOMMENDED ACTION:

Approve the acceptance of the grant from the Arizona Department of Administration Office of Grants and Federal Resources in the amount of \$56,700 for Text- to-911 for Coconino County for a period of five (5) years.

8. **ROUTINE ITEMS**

- A. **Consideration and Adoption of Ordinance No. 2020-01:** An ordinance repealing part of Ordinance 2018-30 and amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to reestablish the Information Technology Division, reflect the prior abolishment of the Community Enrichment Division, and rename the Utilities Division to the Water Services Division in City Code.

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2020-01 by title only for the final time
- 2) City Clerk reads Ordinance No. 2020-01 by title only (if approved above)
- 3) Adopt Ordinance No. 2020-01

RECESS

6:00 P.M. MEETING

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

9. **ROLL CALL**

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

10. **PLEDGE OF ALLEGIANCE**

11. **PUBLIC PARTICIPATION**

12. **CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA**

13. **PUBLIC HEARING ITEMS**

14. **REGULAR AGENDA**

- A. **Consideration and Adoption of Resolution No. 2020-02:** A resolution to approve Intergovernmental Agreements (IGAs) between the City of Flagstaff, acting as the 911 System Administrator and Williams Police Department, Page Police Department, and Grand Canyon National Park for the Arizona Text-to-911 Program.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-02 by title only
- 2) City Clerk reads Resolution No. 2020-02 by title only (if approved above)
- 3) Adopt Resolution No. 2020-02

- B. **Consideration and Adoption of Ordinance No. 2020-03:** An ordinance of the Flagstaff City Council ratifying the grant and reservation of easements; and formally accepting dedications and donations of easements and real property interests; delegating authority; and establishing an effective date. ***(approving receipt/transfer of easements and real property interests)***

STAFF RECOMMENDED ACTION:

At the January 21, 2020 Council Meeting:

- 1) Read Ordinance No. 2020-03 by title only for the first time
- 2) City Clerk reads Ordinance No. 2020-03 by title only (if approved above)

At the February 4, 2020 Council Meeting:

- 3) Read Ordinance No. 2020-03 by title only for the final time
- 4) City Clerk reads Ordinance No. 2020-03 by title only (if approved above)
- 5) Adopt Ordinance No. 2020-03

- C. **Consideration and Approval:** Federal & State Legislative Priorities - Amendments

Staff recommends approving all amendments to the intergovernmental priorities (Federal and State).

- D. **Consideration and Adoption of Ordinance No. 2020-02:** An ordinance of the City Council of the City of Flagstaff, Repealing Chapter 8-01 of the Flagstaff City Code, Sidewalks, and adopting a new Chapter 8-01 of the Flagstaff City Code, Sidewalks, to provide for revised standards and procedures; providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the January 21, 2020 Council Meeting:

- 1) Read Ordinance No. 2020-02 by title only for the first time
- 2) City Clerk reads Ordinance No. 2020-02 by title only (if approved above)

At the February 4, 2020 Council Meeting:

- 3) Read Ordinance No. 2020-02 by title only for the final time
- 4) City Clerk reads Ordinance No. 2020-02 by title only (if approved above)
- 5) Adopt Ordinance No. 2020-02

15. **DISCUSSION ITEMS**

- A. **Discussion and Direction:** Potential Ballot Measures for November 2020 General Election and Consultant Services

16. **COUNCIL LIAISON REPORTS**

17. **FUTURE AGENDA ITEM REQUESTS**

After discussion and upon agreement by three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

- A. **Future Agenda Item Request (F.A.I.R.)** A request by Councilmember Aslan to have a discussion about the formation of a commission that focuses on college students.
- B. **Future Agenda Item Request (F.A.I.R.)** A request by Councilmember McCarthy to have a discussion to review parking alternatives for the Southside, especially if it would be appropriate to issue residential parking permits for on-site parking.

18. **CITY MANAGER REPORT**

- A. **City Manager Report**

19. **INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS**

20. **ADJOURNMENT**

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2020.

Stacy Saltzburg, MMC, City Clerk

6. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 01/14/2020
Meeting Date: 01/21/2020



TITLE:

Consideration and Action on Liquor License Application: Chad Cook "Black Hat Distilling," 1311 E Butler Avenue, Building B, Series 18 (In-state Craft Distillery), New License.

STAFF RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 18 license allows the production of not more than 20,000 gallons of distilled spirits annually. An In-state Craft Distillery that produces not more than 1,189 gallons of distilled spirits in a calendar year may self-distribute which means they may sell and deliver spirits produced on the premises to businesses licensed to sell distilled spirits in and out-of-state.

Black Hat Distilling held a previous series 18 license issued in 2017 for 113 E. Phoenix Avenue. The location never opened due to issues with the building and they are looking to run the same craft distillery at this new location. If approved, it will be the second active series 18 license in Flagstaff. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

The property has been posted as required, and the Police and Community Development divisions have reviewed the application with no concerns noted.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Policy Impact:

Not applicable.

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for a new license, consideration may be given to both the applicant's personal qualifications and the location.

The deadline for issuing a recommendation on this application is January 24, 2020.

Community Benefits and Considerations:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Involvement:

The application was properly posted on December 23, 2019. No written protests have been received to date.

Attachments: Black Hat - Letter to Applicant

Hearing Procedures

Series 18 Description

Black Hat - PD Memo

Black Hat - Code Memo

Black Hat - Map

OFFICE OF THE CITY CLERK

January 6, 2020

Black Hat Distilling
1311 E. Butler Avenue
Building B
Flagstaff, AZ 86001

Dear Mr. Cook:

Your application for a new Series 18 Liquor License for Black Hat Distilling located at 1311 E. Butler Avenue, Building B was posted on December 23, 2019. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, January 21, 2020 which begins at 4:30 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on January 12, 2020 and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received prior to the hearing date. Payment can be made online at <https://www.flagstaff.az.gov/2452/E--Services> under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy M. Fobar
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 18 In-state Craft Distillery

Non-transferable

On- and Off-sale retail privileges

PURPOSE:

An In-state Craft Distillery is located in Arizona and produces not more than 20,000 gallons of distilled spirits annually.

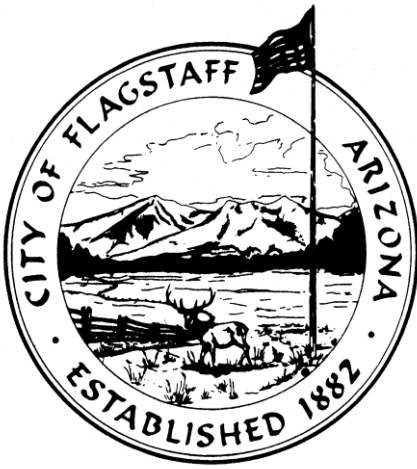
The licensee may serve spirits produced on the premises for consumption on the premises, sampling, and in the original, sealed container for sales "to-go". The licensee may sell and deliver to consumers who order by telephone, mail, fax, catalogue or internet per A.R.S. §4-205.10(7).

An In-state Craft Distillery that produces not more than 1,189 gallons of distilled spirits in a calendar year may self-distribute which means they may sell and deliver spirits produced on the premises to businesses licensed to sell distilled spirits in and out-of-state. Sales of distilled spirits produced by other craft distillers may not exceed 20 percent of sales by volume.

The licensee may apply for one (1) Remote Tasting Room (series 19) which is to be located in the State of Arizona.

The licensee must report annual production gallonage to the Arizona Department of Liquor annually. A.R.S. §4-205.10

ADDITIONAL RIGHTS AND RESPONSIBILITIES: Applicants, licensees, and managers must take a Title 4 training course (liquor handling, laws and regulations) prior to approval. A pregnancy warning sign for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or at point of display. Arizona Domestic Farm Wineries must be kept an Employee Log of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities. Licensees must submit an Annual Production Report (the amount of wine manufactured) at the end of each calendar year. If the total amount of distilled spirits manufactured exceeds the amount permitted by a Series 18 license, the licensee shall apply for and receive a Series 01 license (In-state Producer).



FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928) 213-3372

TDD 1-800-842-4681



Chief of Police
Kevin D. Treadway

MEMORANDUM

20-003

TO Chief Kevin Treadway

FROM Sgt. Collin Seay

DATE January 6th, 2020

REF Liquor License Application for Black Hat Distilling – Craft Distillery Series 18

On January 3rd, 2019 I initiated an investigation into an application for a new Series 18 (Craft Distiller) liquor license for Black Hat Distilling. The application was filed by Chad Cook (Agent and Controlling Person), Robert Markey, and Zachary Ellman (Controlling Persons). Black Hat Distilling is located at 1311 E Butler Avenue #B in Flagstaff. This is an application for a new license #18086219. This same group applied for a Series 18 license in 2017 for Black Hat Distilling, and they were granted the license for the 113 E Phoenix Ave location. Cook advised me over the phone the old location never opened due to issues with the previous building, and they are looking to run the same craft distillery at the new location with a new Series 18 license.

A query through local systems and public access on Robert Markey, Chad Cook and Zachary Ellman showed no derogatory records in the last five years. I could not locate any liquor law violations for any of the applicants through the Arizona Department of Liquor. Robert Markey, Chad Cook and Zachary Ellman Douglas have completed the mandatory liquor law training course and provided proof. I did not locate any liquor violations against the previous Series 18 license possessed by this group.

I spoke with Cook about the business plan. Cook said they would be producing vodka in the beginning for self-distribution and possibly move into bourbon and whiskey. Cook stated the site would be for distilling, bottling and storage only and will not be open to the public for tasting or sampling. Cook said their hours of operation would be from 9 a.m. to 6 p.m. daily. Cook advised he would attend the January 21st, 2019 City Council meeting.



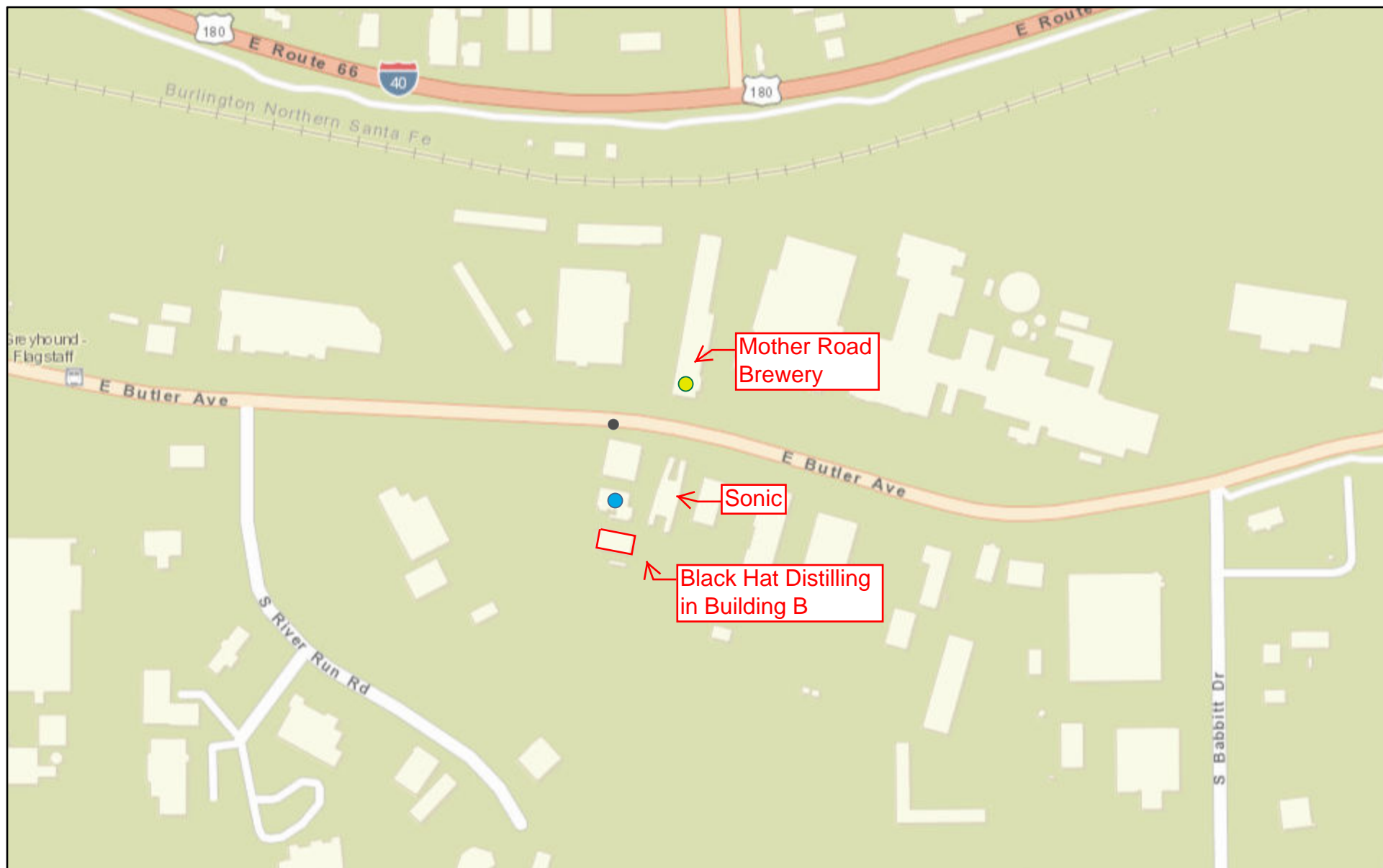
Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Tiffany Antol, Planning Director
Date: Dec. 26, 2019
Re: Application for Liquor License #86219
1311 E. Butler Ave. Bldg. B, Flagstaff, Arizona 86001
Assessor's Parcel Number 104-13-009B
Chad Cook on behalf of Black Hat Distilling

This application is a request for a transfer Series 18 Craft Distiller liquor license by Chad Cook on behalf of Black Hat Distilling. This business is located within the Light Industrial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

Black Hat Distilling



1/6/2020, 9:31:26 AM

Liquor Licenses

- In State Microbrewery

- Beer and Wine Store

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Web AppBuilder for ArcGIS

Coconino County, County of Yavapai, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS |

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jessica Cortes, Court Administrator
Date: 01/14/2020
Meeting Date: 01/21/2020



TITLE:

Consideration of Appointments: On-Call Magistrates for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the appointments of On-Call Magistrates.

Executive Summary:

Appointment of all magistrates is required to be completed by the Flagstaff City Council for a two-year term under both the City Charter and FCC Section 1-15-001-0002(A). Appointment of On-Call Magistrates for the Municipal Court allows for ongoing operations of the court without interruption.

On-Call Magistrates hear criminal, civil, traffic and local code violations that are filed in the Flagstaff Municipal Court. They conduct trials, both jury and non-jury, and sentence individuals within the parameters set by law. On-Call Magistrates are required for the ongoing operational needs of the Municipal Court. On-Call Magistrates are critical to the criminal and civil processes of the judicial branch.

Financial Impact:

Funding for all judicial positions is included in the approved budget of the Flagstaff Municipal Court. No additional budgetary impact is anticipated.

Policy Impact:

On-Call Magistrates are critical to the criminal and civil processes of the judicial branch. These appointments help maintain an independent judiciary that is necessary for the ongoing operations of our local government. A strong, independent and fair judicial branch provides balance to criminal and civil matters that require resolution within our municipality.

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

Personnel - Attract and retain quality staff.

Has There Been Previous Council Decision on This:

No, all On-Call Magistrate Candidates would be newly appointed.

Options and Alternatives:

Approve the appointments.

Don't approve the appointments and request alternative candidates for Council consideration.

Community Involvement:

Inform.

Attachments:

7. B.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacey Brechler-Knaggs, Grants and Contracts Manager
Co-Submitter: Barney Helmick
Date: 01/14/2020
Meeting Date: 01/21/2020



TITLE:

Consideration and Approval of Grant Agreement: Grant Agreement between the City of Flagstaff and Arizona Department of Transportation for Airport Snow Removal Equipment.

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement with the Arizona Department of Transportation (ADOT) in the amount of \$71,947 for the Airport Snow Removal Equipment. The grant will match the City's costs associated with the equipment purchase.

Executive Summary:

The acceptance of this grant award will provide matching funds to the City for the airport snow removal equipment.

Financial Impact:

This ADOT grant award will provide a project match in the amount of \$71,947 (4.47%), the City will provide a match of \$71,948 (4.47%), and the Federal Aviation Administration (FAA) provided an Airport Improvement Program (AIP 43) grant in the amount of \$1,465,665 (91.06%) for a total project cost of \$1,609,559.

The project is budgeted in account number 221-07-222-3147-0-4402 in the amount of \$2,989,840 for FY 2020.

Policy Impact:

None

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

Goal: Transportation and Other Public Infrastructure: Provide airport infrastructure to enhance tenant and patron experience and secure a second airline.

Has There Been Previous Council Decision on This:

Yes, the FAA grant offer was accepted and the contracts for the equipment were approved on 11/19/2019.

Options and Alternatives:

- Accept the Grant Agreement which will provide the matching funding to the City for the purchase of snow removal equipment.
- Not accept the Grant Agreement and the funds will be returned, and the City will be required to provide the full match amount.

Background/History:

The Flagstaff Airport is required to provide multiple services as required by the FAA, including snow and ice control operations. In 2016, the FAA revised Advisory Circular 150/5200-30D Airport Field Condition Assessments and Winter Operations Safety to explain the requirements better and provide guidance for performing snow and ice control services at airports. It establishes required target clearance times and priority areas, including runways, taxiways, ramps, and aircraft rescue firefighting ramps/access. This document, along with the FAA's Snow Removal Equipment Calculation Matrix, was used to evaluate the Flagstaff Airport's snow removal fleet. It was found that the snow removal fleet was equipped with five pieces of equipment. Purchasing three new pieces of equipment will help increase the airport snow removal fleet and allow for better snow and ice control operations at the Flagstaff Airport.

On June 24, 2019, the City of Flagstaff Purchasing Section posted an Invitation for Bids (IFB #2019-121) solicitation on the PlanetBids.com website. The City also advertised this Snow Removal Equipment for Flagstaff Airport opportunity in the June 30 and July 7, 2019, editions of the Arizona Daily Sun. Bids were received from four companies and opened on August 22, 2019. The FAA and City staff deemed this a competitive solicitation, and the three pieces of equipment were then selected from the two lowest responsive and responsible bidders.

Key Considerations:

Key considerations are the safety of the flying public and meeting the requirements set forth by the FAA. The purchase of three pieces of snow removal equipment (1 multi-task, 2 material spreaders) is needed to better equip the airport snow removal fleet and allow the airport to meet the snow and ice control requirements set by the FAA. The Flagstaff Airport is used by commercial, general aviation, medical, and military traffic users.

Community Benefits and Considerations:

The purchase of three new pieces of snow equipment will enhance the safety and use of the airport for all commercial, general aviation, medical, and military aircraft during inclement weather conditions.

Attachments: [ADOT Grant Agreement #E0M1Y01X](#)
 [Airport Equipment Pictures](#)

Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the **City of Flagstaff Airport**, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of ***Acquire Snow Removal Equipment, #1 Multi-Use Plow/Sweeper; #2 Hopper/Spreader; #3 ~~Multi-Use Plow/Sweeper Hopper/Spreader~~*** (the "Project"), for the improvement of the **Flagstaff-Pulliam Airport** (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on **June 21, 2019** and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **November 6, 2019**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be **Four and Forty Seven hundredths Percent (4.47%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **Seventy One Thousand, Nine Hundred Forty Seven Dollars (\$71,947)**.
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the Project required herein or **November 6, 2023**, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after **January 21, 2020** shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
 - a) to do all things necessary, in order to undertake and carry out the Project;
 - b) to accept, receive and disburse grant funds from the State in aid of the Project.
- 2) The Sponsor now has on deposit, or is in a position to secure be **Seventy One Thousand, Nine Hundred Forty Seven Dollars (\$71,947)**, or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

Airport - General Fund

(Enter local funding type and location)

- 3) The Sponsor hereby designates Rick Tadder, Management Services Dir.
Name Title
to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

Greg Clifton, City Manager

Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **PZ000011618**
Sponsor Vendor Address: **City of Flagstaff**
211 West Aspen
Flagstaff, AZ 86001

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

STATE: SPONSOR:

State of Arizona
Department of Transportation
Multimodal Planning Division

City of Flagstaff
Flagstaff-Pulliam Airport

By: _____
Title: Gregory Byres, Division Director
Date: _____

By: _____
Title: Greg Clifton, City Manager
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map

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included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) Public Hearings: In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.

- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

- b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.
- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
- a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.

- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
 - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
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EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

- d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State may, by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

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FLAGSTAFF AIRPORT
FAA AIP 3-04-0015-043-2019**

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Project Development

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Engineering Services" (as applicable) including but not limited to preliminary cost estimates for project definition and work areas, budget, schedule, equipment availability and Scope of Work narrative.
- 2) "Construction Administration" (as applicable), including but not limited to: contract administration and specifications, contract documents, review for materials and submittal items as required during acquisition and conduct final equipment inspection with Sponsor.
- 3) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 4) "Sponsor Force Account" contribution (if applicable).
- 5) "Contingencies" (not to exceed 5% of construction costs).
- 6) "Other" with prior approval of the State.

Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not

directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule-One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule-Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule-Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Project Description and Funding Allocation

Detailed Project Description:

Acquire Snow Removal Equipment, #1 Multi-Use Plow/Sweeper; #2 Hopper/Spreader; #3 Multi-Use Plow/Sweeper
FAA AIP 3-04-0015-043-2019

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Engineering Services	\$	\$	\$	\$
Construction Administration	\$	\$	\$	\$
Sponsor Administration**	\$	\$	\$	\$
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Other Equipment	\$ 1,609,559	\$ 71,948	\$ 1,465,664	\$ 71,947
Total Project Costs	\$	\$	\$	\$

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two

Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: \$71,947.00

Projected Reimbursement Requests / State Cash Flow						
<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2019	\$	\$	\$	\$	\$	\$
2020	\$	\$	\$	\$	\$	\$
2021	\$	\$	\$	\$	\$	\$
2022	\$	\$	\$	\$	\$	\$
2023	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2019	\$	\$	\$	\$	\$	\$
2020	\$	\$	\$	\$	\$	\$
2021	\$	\$	\$	\$ 71,947	\$	\$
2022	\$	\$	\$	\$	\$	\$
2023	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Bidding Phase typically should be sixty (60) days or less.
- 3) The State review periods should be fifteen (15) days.

Project Development Milestone Schedule					
Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*	1	6/10/19	6/10/19	6/10/19	6/10/19
Submit Contract for State Review/Approval	1	8/28/19	8/28/19	8/30/19	8/30/19
Award Consultant Contract	1			11/19/19	11/19/19
Award Recommendation Letter					
Sponsor Issue Notice to Proceed	1			11/26/19	11/26/19
Acquire Snow Removal Equipment: Dump Truck w/ Plow & Controls Truck Mounted Sweeper	365			11/26/20	11/26/20
Final Phase					
Final Inspection	1	12/15/20			
Submit Final Documentation	1	04/15/20			
Submit Final Reimbursement Request and Sponsor Closeout Letter	1	04/15/20			

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

Requested One (1) Multi-Use Vehicle with Three Attachments:



Figure 1: Broom attachment



Figure 2: Blower Attachment



Figure 3: Plow Attachment

Requested Two (2) Hopper Spreader Vehicle:



Figure 4: Hopper Spreader (2 requested)

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Mark Richardson, Operations Manager
Co-Submitter: Scott Overton
Date: 01/14/2020
Meeting Date: 01/21/2020



TITLE:

Consideration and Approval of a Cooperative Purchase Contract: Approve the purchase of a 900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner through the Sourcewell cooperative purchase contract, from Sewer Equipment of America and its Arizona distributor Arizona Wastewater Industries in the amount of \$408,979.07 plus any additional fees or taxes.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of a 900-ECO 12 Yard Truck-mounted Combination Sewer Cleaner through the Sourcewell cooperative purchase contract No. 122017-SCA with Sewer Equipment of America through its Arizona distributor Arizona Wastewater Industries in the amount of \$408,979.07 plus any additional fees or taxes; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City of Flagstaff operates and maintains over 93-miles of stormwater drain lines with over 3840 catch basins. Currently, the Streets Section of Public Works provides the necessary labor and equipment to do this work. In early 2019, the 1997 Safe Jet Vactor Combo Truck broke down and substantial repairs are necessary to put the truck back in operation. Fleet Services along with Public Works and Water Services made the decision to seek replacement of the equipment due to the age and condition of the 1997 truck. This acquisition is before you for consideration and hopeful approval.

Financial Impact:

The replacement of the 1997 Safe Jet Vactor Combo Truck was not budgeted for FY2019-20 but the need is critical for the operation and maintenance of the stormwater collection system. Funding capacity does exist within the Water Services Stormwater Section capital budget under account 206-08-385-3454-0 Stormwater Future Improvements - Reserve.

Policy Impact:

N/A

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

Provide a sustainable and equitable public facilities, services, and infrastructure system in an efficient and effective manner to serve all population, area and demographics.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1. Approve this Cooperative Purchase Contract with AZ Wastewater Industries through the Sourcewell Cooperative Purchase Contract No. 122017-SCA with Sewer Equipment Company of America; or
2. Forego the purchase of the new 12 Yd truck mounted combination sewer cleaner and require the City to repair the 1997 Safe Jet Vactor Combo Truck.

Background/History:

Part of getting a long and useful life in the stormwater collection system is proper maintenance and operation. Crews use specialized equipment to inspect, maintain, and clean the miles of storm drains. The City currently has over 93-miles of storm drain and 3840 catchbasins. The requested equipment will help reduce the impact of heavy rains and storm run-off by removing the solids and debris (rocks, cinder, sand sticks, trash, etc.) from the piping network which includes catchbasins, scuppers, and drain lines.

Key Considerations:

- The existing truck is over 20 years old and needs major repairs and overhaul if not replaced.
- The new truck is currently available for delivery and can be put in to use before the next monsoon season.

Expanded Financial Considerations:

N/A

Community Benefits and Considerations:

The 900-ECO Truck Mounted Combination Sewer Cleaner will be used on a regular basis to maintain the stormwater collection system throughout the City of Flagstaff as part of a preventative maintenance program.

Community Involvement:

N/A

Expanded Options and Alternatives:

N/A

Attachments: [Model 900-ECO Brochure](#)
 [City of Flagstaff Cooperative](#)
 [Exhibit A Quote](#)
 [Exhibit B Rep for Sewer Equipment](#)
 [Exhibit B RFP and Addendum-Sewer Vac](#)
 [Exhibit B Sewer Equip. Contract](#)

SEWER EQUIPMENT CO. of AMERICA

SEWER EQUIPMENT
CO. of AMERICA



MODEL 900 ECO



BEST PRODUCTS, BEST LOCAL SUPPORT



900 ECO Truck

Sewer Equipment Co. of America introduces the 900 ECO Combination Sewer Cleaner utilizing proven technologies to deliver a machine with simplicity that is unequalled in the industry. As with our leading 747 ECO trailer jet and 800-HPR ECO truck jet, the Model 900 ECO operating platform offers the best in class fuel efficiency and noise reduction for operator safety. Sewer Equipment: Best Products, Best Local Support.



Life used to be so simple, and chances are, so was your combination truck. All indicators are that times have changed in the equipment market, and users are being forced to accept increased complexity when they purchase a new piece of equipment. Operators, mechanics and supervisors are left wondering what happened to their old truck that was so easy to operate and maintain.

At Sewer Equipment, we have been wondering the same thing. Do things like CAN Bus communication systems, touch screen interfaces and computer controlled logic result in increased productivity, cost effectiveness, operator satisfaction, reliability, longevity or safety? In talking to most owners, the answer is an emphatic, "NO!"

Introducing the Sewer Equipment Co. of America Model 900 ECO, a machine that puts safety, simplicity and reliability back into your work day. How do we do it?

It starts with our exclusive "Hydro Drive" powertrain system, which powers the pump, the blower and the auxiliary hydraulic systems. When you are ready to work, simply put the truck in neutral, apply the parking brake and exit the cab. The truck remains in neutral and power is taken directly from the chassis engine, assuring operator safety during operation, as there is no transfer case to slip into gear.

We have made the operator interface as easy as 1-2-3-4. An operator must flip a switch to put the truck into "Work Mode" and from there you can engage switches for the water pump, blower and throttle. No special sequence, that's it!

The simplicity continues as our unit is also controlled via 12 volt switches, relays and solenoids, as well as manual hydraulic controls. Operators can be trained to safely operate the truck in minutes, not days or weeks. Mechanics can perform diagnostic analysis with a simple test light and a hydraulic pressure gauge, no laptop with special programs required.

The Model 900 ECO also operates at 35% lower RPM's than the competition, consuming considerably less fuel than traditional designs, adding to your bottom line each year. Perhaps more importantly, lower RPM's equate to less noise emission. Complaints from residents are minimized, and operators enjoy a higher level of safety when they can hear each other and the traffic around them.

So, why has equipment become so complex? Most manufacturers in the sewer cleaning industry have chosen to use CAN Bus communication to control functions via ECU's (Electronic Control Units) on their units. In theory, this technology promises ease of operation and troubleshooting, as well as increased efficiency and productivity. However, in reality, operators are faced with a truck that requires navigation of control menus to perform simple functions, and a truck that mechanics cannot diagnose without specialized training and a laptop equipped with the proper diagnostics program. All things combined, the claim of increased efficiency and productivity quickly dissolves.

Whether you choose your next combination truck based on productivity, reliability, safety, overall value, ease of operation, ease of maintenance or any combination of these traits, the choice is simple: the Model 900 ECO.



TOLL FREE 800.323.1604

MODEL 900 ECO



WATER TANK PROFILE: Exclusive Duraprolene™ construction offers 100% immunity to corrosion and dents for unparalleled service life and eliminates the need for draining during storage. The fully baffled construction eliminates sloshing and allows safe travel while full, or partially full of water.



POWERTRAIN: The most advanced powertrain in the industry, our exclusive "Hydro Drive" powertrain system takes all required power directly from the chassis engine. There is no need for an auxiliary engine, and unlike most other designs, our truck remains in neutral while in work mode, increasing operator peace of mind and safety, as no transfer case is needed.



START UP: Operator simplicity begins in the cab. Simply put the truck in neutral and engage the parking brake. That's it! All other jetting and vacuum functions are controlled from the operator interface on the hose reel.



CHASSIS INTEGRATION: Sewer Equipment's only interface between our module and the chassis is via the OEM throttle control port. This intentional lack of integration eliminates problems caused by CAN Bus communication issues between the chassis and module, which are typical on competitor's designs. If this seems like an insignificant detail, please ask for your fleet manager's opinion.



OPERATOR INTERFACE: Going to work is as simple as 1-2-3-4. Simply engage the following switches:

1. Work Mode - ON
2. Water Pump - ON
3. Blower - ON
4. Throttle - ON

You are now jetting and vacuuming. Compare this to the "rocket ship" controls of other equipment that include touch screens and digital displays. Our easy-to-use and easy-to-understand controls enhance safety and long term reliability, while making an operator's job more pleasant.



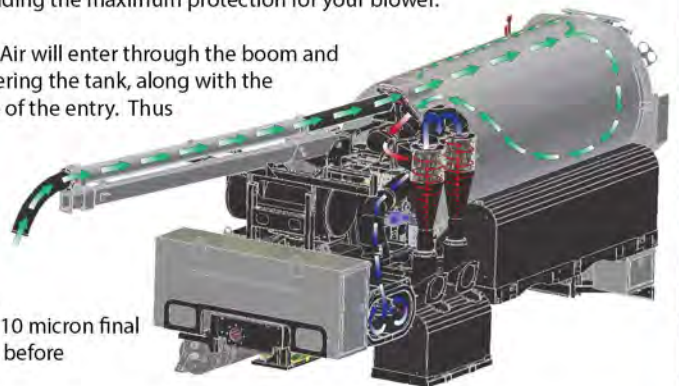
Air Flow System

The air system is the secret behind our industry leading performance. Our air system is designed to deliver industry leading air movement, while providing the maximum protection for your blower.

The first stage in the air system is the debris tank. Air will enter through the boom and material will impact the back of the debris tank and start to drop into the tank. The air entering the tank, along with the material, is routed from the single 8" entry point to dual 10" exit points located at each side of the entry. Thus slowing down the air flow and improving material separation.

The second stage of the air system takes the air from the tank and routes it into our cyclone separators. At this point the cyclonic action of these separators propel any remaining material to the side walls and then down into an easily maintained collection box.

In the final stage of the air system, the air moves from the cyclone separators into the dual 10 micron final filters. These washable filters will capture any remaining fine particles still in the air stream before allowing the air to pass through the positive displacement blower.



SEWEREQUIPMENT.COM

BEST PRODUCTS, BEST LOCAL SUPPORT



MODEL	DEBRIS CAPACITY	LENGTH	WIDTH	HEIGHT	MAX WATER CAPACITY	AXLE CONFIGURATION	MAX HOSE CAPACITY	HOSE SIZE	MIN HP	BOOM EXTENSION
9 YRD	9 YARD	35' 7"	8' 5"	11' 10"	1400 gallon	Single Axle	800'	3/4" - 1"	370 HP	10'



MODEL	DEBRIS CAPACITY	LENGTH	WIDTH	HEIGHT	MAX WATER CAPACITY	AXLE CONFIGURATION	MAX HOSE CAPACITY	HOSE SIZE	MIN HP	BOOM EXTENSION
12 YRD	12 YARD	38' 7"	8' 5"	11' 10"	1750 gallon	Tandem Axle	800'	3/4" - 1"	370 HP	10'



MODEL	DEBRIS CAPACITY	LENGTH	WIDTH	HEIGHT	MAX WATER CAPACITY	AXLE CONFIGURATION	MAX HOSE CAPACITY	HOSE SIZE	MIN HP	BOOM EXTENSION
15 YRD	15 YARD	41' 7"	8' 5"	11' 10"	2100 gallon	Tridem or Tandem w/ Pusher Axle	800'	3/4" - 1"	370 HP	10'

TOLL FREE 800.323.1604

MODEL 900 ECO

Water System		Truck		Hose Reel & Hose	
Cold Weather Recirculation System	S	Air Purge Winterization System	O	Front Mounted Telescoping & Rotating	S
2.5" Hydrant Fill System	S	Tow Hooks (2)	O	800' x 1" Capacity	S
Air Purge Valve	S	Combination Heavy Duty/Ball Pintle	O	10' Leader Hose	S
Variable Volume Delivery	S	Central Lubrication System	O	Single Side Controls	S
Low Water Warning Light	S	Hydraulic Tool Circuit via Hydraulic	O	Automatic Level Wind	O
Analog Pressure Display	S	Diverter Valve	O	with Hydraulic Up/Down Action	O
Front and Rear Hand Gun Ports	S	Debris Tank & Rear Door		Digital "SMART COUNTER" Footage Meter	O
Fill Hose Storage Rack	O	9 Cubic Yard Capacity	S	Secondary Operators Station	O
Standard Hydro Excavation Cleaning Kit	O	12 Cubic Yard Capacity	O	Pinch Roller	O
Cold Weather Hydroexcavation Cleaning Kit	O	15 Cubic Yard Capacity	O	Testing Fee	O
2" Y-Strainer on Inlet Fill System	O	Debris Level Indicator	S	Sewer Hose (1" I.D., 2500 P.S.I. Operating	O
Anti-Freeze System	O	Hydraulic Dump, 50 Degree Dump Angle	S	Pressure) Per Ft	
Water Pumps		Dual Ported Rear Door w/ Knife Valve	S	Sewer Hose (3/4" I.D., 3000 P.S.I. Operating	O
Triplex Plunger Water Pump w/ 30 Minute	S	Dump Height 60"	S	Pressure) Per Ft	
Run-Dry: 65 gpm @ 2000 PSI Performance		Hydraulic Open/Close/Lock Door	S	25' x 1" Leader Hose	O
Triplex Plunger Water Pump w/ 30 Minute	O	Debris Body Pump Off System	O	Electrical	
Run-Dry: 80 gpm @ 2000 PSI		Debris Liquid Level Audible Alarm	O	NEMA 4 Control Panel	S
Triplex Plunger Water Pump w/ 30 Minute	O	Additional 6" Knife Valve on Rear Door	O	Hour Meter (Blower & Water Pump)	S
Run-Dry: 55 gpm @ 3000 PSI		Complete with Inlet Strainer	O	Military Spec. Sealed Switches	S
Single Piston 65 GPM @ 2500 PSI Water Pump	O	Decant Screen on Rear Door Port	O	Wireless Remote Control Pendant	O
Single Piston 80 GPM @ 2500 PSI Water Pump	O	Debris Inlet Water Misting System	O	Wired Remote Control Pendant W/35' Cord	O
Accumulator for Single Piston Pump	O	Boom		Enhanced Visibility Camera System	O
Water Tanks		Hydraulic Powered Boom	S	LED Rotating Beacon	O
Black Duraprolene Water Tank Construction	S	180 Degree Working Radius	S	LED Strobe Light	O
900 Gallon Capacity Water Tank	S	10' Extendable Design	S	Limb Guard	O
Base 1200 Gallon Black Duraprolene	O	70 Degree Steel Elbow	S	LED Arrow Board	O
Water Tank (debris box saddle)		Telescoping Boom System	O	LED Arrow Stick	O
Base 1500 Gallon Black Duraprolene	O	Vacuum System		LED Panel Mounted Work Light	O
Water Tank (debris box saddle)		4400 CFM Blower	S	LED Manhole Area Work Light	O
Additional 200 Gallon Duraprolene	O	8" Vacuum Hose System	S	LED Curbside Body Mounted Work Light	O
Water Tank (driver side rail)		18" Hg Vacuum Rating	S	LED Boom Mounted Work Lights (2)	O
Additional 150 Gallons Duraprolene	O	Dual Cyclone Separator	S	LED Rear Mounted Work Lights (2)	O
Water Tank (between rails)		Dual Element 10 Micron Final Filter	S	LED Handheld Wireless 12v/110 Rechargeable	O
Additional 200 Gallons Duraprolene	O	Remote Vacuum Relief	S	LED Spotlight w/Storage	O
Water Tank (between rails)		Variable Volume Delivery	S	Accessories	
Additional 250 Gallons Duraprolene	O	Analog Vacuum Display	O	(3) 8" x 6' Extension Tubes	S
Water Tank (between rails)		Toolbox Configurations		(1) 8" x 4' Extension Tubes	S
Additional 75 Gallons Duraprolene	O	(1) Alum Toolbox 24" x 36 x 96" - Behind Cab	S	(1) 6" x 10' Lay Flat Hose	S
Water Tank (passenger side rail)		(2) Alum Toolbox 18" x 18" x 30" - Passenger	S	(1) 8" x 6' Crowned Suction Nozzle	S
Upgrade Duraprolene Water Tank	O	(2) Alum Toolbox 18" x 18 x 24" - Rear	S	(5) Quick Clamps	S
From 7yr to 10yr Warranty		(1) Alum Long Handle Storage - Rear	S	BB Hose Guide	S
Water Tank Low Level Audible	O	Additional 18" x 18" x 30" Aluminum Toolbox	O	Toolbox Configurations	S
Manual & Training		Bumper Mounted Aluminum Tool Box	O	Tri-Star (chisel point) nozzle	S
(1) Paper Owner's Manual	S	(1) 12" x 12" x 14"	O	DD (high flow) nozzle	S
Additional Paper Operators Manual	O	Paint (Module)		Finned Nozzle Extension	S
Cd-Rom Operator's Manual	O	Debris Tank - Boom: Standard White	S	Nozzle Rack	S
Onsite Factory Training (1day)	O	Hose Reel - Upright: Sewer Blue	S	25' Fill Hose	S
Onsite Factory Training (additional per/day)	O	All Other Colors (all colors except metallics)	O	Upstream Pulley Guide	S
				Washdown gun w/ 25' ext. hose	S
				(1) Fan Nozzle (for Washdown Gun)	S
				(1) Hydrant Wrench	S
				LED D.O.T. Approved Lighting	S
				(6) 18" D.O.T. Safety Cones and Holder	S

Legend
Standard S
Optional O

Legend	
Standard	S
Optional	O

MODEL	DEBRIS CAPACITY	LENGTH	WIDTH	HEIGHT	MAX WATER CAPACITY	AXLE CONFIGURATION	MAX HOSE CAPACITY	HOSE SIZE	MIN HP	BOOM EXTENSION
900 ECO	9 YARD	35' 7"	8' 5"	11' 10"	1400 gallon	Single Axle	800'	3/4" - 1"	370 HP	10'
	12 YARD	38' 7"	8' 5"	11' 10"	1750 gallon	Tandem Axle	800'	3/4" - 1"	370 HP	10'
	15 YARD	41' 7"	8' 5"	11' 10"	2100 gallon	Tridem or Tandem w/Pusher Axle	800'	3/4" - 1"	370 HP	10'



SEWER EQUIPMENT CO. of AMERICA

Revised 05/17

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Products subject to change without notification.

Actual products may not be an exact match to product as shown.

800.323.1604
www.sewerequipment.com



COOPERATIVE PURCHASE CONTRACT

Contract No. 2020-83

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and AZ Wastewater Industries, Inc., an Arizona Corporation ("Contractor").

RECITALS:

- A. Sewer Equipment of America has a Sourcewell Contract # 122017-SCA (formerly National Joint Powers Alliance) to supply materials and/or services ("Agency Contract");
- B. Contractor is the only authorized distributor of the Sewer Equipment of America materials and/or services, which was awarded through a sole source procurement process; and
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

- 1. Materials and or Services Purchased: Contractor shall provide to City the materials and/or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

12 YARD TRUCK MOUNTED COMBINATION SEWER CLEANER

- 2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
- 3. Payment: Payment to the Contractor for the materials and/or services provided shall be three hundred and seventy-three thousand and ninety-two dollars and zero cents (**\$373,092 plus any additional fees**); made in accordance with the price list and terms set forth in the Agency Contract.
- 4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in Exhibit B attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
- 5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

AZ Wastewater Industries, Inc.:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A

Scope of Work and Fee
(Attached)

EXHIBIT B
AGENCY CONTRACT

Sourcewell RFP and Addendum
Sourcewell Contract Number: 122017-SCA
Sole Source letter for distributor of Supplies
(Attached)

**AZ Wastewater Industries, Inc.**

Phone: 800 778-9359

Fax: 480 425-3321

www.azwastewaterindustries.com

3201 W. Virginia Ave, Suite 3
Phoenix, AZ 85009

QUOTE

Quote No.	14664
Quote Date	12/23/2019
Sales Rep.	BLM
Payment Terms	Net 30
F.O.B.	Desitnation
Prices Good For	60 Days

Customer:

City of Flagstaff
211 W Aspen
Flagstaff, AZ 86001

Item	Item Description	Qty	Unit Cost	Total
900-ECO	Truck Mounted Combination Sewer Cleaner #7909 (per the attached Sourcewell contract #122017-SCA)	1	307,200.07	307,200.07
Discount-Sales	Less 3% Sourcewell Discount		-3.00%	-9,216.00
Chassis	2019 Freightliner Model 114 SD, 370 HP Cummins, Allison 3000 RDS Auto	1	108,245.00	108,245.00
Freight Charge	Freight/Delivery from Factory to Flagstaff, AZ		2,750.00	2,750.00
Discount-Sales	Dealer Discount		-21,500.00	-21,500.00

Prices do not include tax. All tax(es) will be applied to final invoice.

Signature _____

Subtotal	\$387,479.07
Sales Tax (8.6%)	\$0.00
Total	\$387,479.07

December 23, 2019

Specifications for Quote #14664

Serial # 7909

Distributor: AZ Wastewater Industries, Inc.

End User: City of Flagstaff (member ID #32200)

Address: 5401 E Commerce

City, State, Zip: Flagstaff, AZ 86004

Phone: 928-213-2443

Contact: Mark Richardson

Email: mrichardson@flagstaffaz.gov



900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner

Vacuum System:

4400 CFM Blower
8" Vacuum Hose system
18" Hg vacuum rating
Dual Cyclone Separator
Dual Element 10 Micron Final Filter
Remote Vacuum Relief
Variable Volume Delivery
Analog Vacuum Display
(6) Tube / Tube Rack

Boom:

Hydraulic Powered Boom
180° Working Radius
10' Boom Cylinder
Boom Joystick Control

Debris Tank:

12 Cubic Yard Capacity
Exten Steel Construction
Debris Level Indicator
Hydraulic Dump, 50° Dump Angle (LIFT)
Dual Ported Rear Door w/ Knife Valve
Dump Height 60"
Hydraulic Open/Close/Lock Door

Water System:

1300 Gallon Capacity Water Tank
Giant plunger style triplex
65 gpm @ 2000 psi w/ 30 min run dry
Black Duraprolene™ Water Tank Construction
w/ 10 Year Warranty
Cold Weather Recirculation System
2.5" Hydrant Fill system
Air Purge Valve
Variable Volume Delivery
Low Water Warning Light
Analog Pressure Display
Front and Mid Ship Hand Gun Ports

Electrical:

NEMA 4 Control Panel
Hour Meter (Blower & Water Pump)
Military Spec. Sealed Switches

Truck:

Mounting to Approved Chassis
(1) Alum Toolbox 24"x42"x100" - Behind Cab
(2) Alum Toolbox 18"x18"x30" - Passenger
(2) Alum Toolbox 18"x18"x24" - Rear*
*N/A ON SINGLE AXLE CHASSIS
(1) Alum Long Handle Storage
LED D.O.T. Approved Lighting

Hose Reel & Hose:

Front Mounted Telescoping & Rotating
800' x1" Capacity
10' Leader Hose
Single Side Controls

Accessories:

(3) 8" x 6' Extension Tube
(1) 8" X 4' Extension Tube
(1) 8" x 6' Crowned Suction Nozzle
(1) 6" x 10' Flat Discharge Hose
(6) Quick Clamps
BB Hose Guide
Tri-Star (chisel point) nozzle
DD (high flow) nozzle
Finned Nozzle extension
Nozzle Rack (Mounted midship toolbox)
25' Fill Hose
Upstream Pulley Guide
Washdown gun w/ 50' ext. hose
(1) Torch Tip Cleaner - Size
8-45 (.069-.120")
(1) Hydrant Wrench
(1) Paper Owner's Manual

BASE UNIT AS OUTLINED ABOVE	\$235,966.07	1	\$235,966.07
LIST PRICE OF SELECTED OPTIONS:			\$71,234.00
LESS PERCENTAGE DISCOUNT (enter % →) 3%			\$ (9,216.00)
NET PRICE OF UNIT:			\$297,984.07
FACTORY_SUPPLIED_CHASSIS	FREIGHTLINER 114-SD (TANDEM)		\$108,245.00
ESTIMATED FREIGHT:			\$2,750.00
ESTIMATED TOTAL:			\$ 408,979.07

FOR ALL NON STANDARD OPTIONS PLEASE CONTACT FACTORY FOR PRICING

STANDARD OPTIONS:

HOSE REEL ASSEMBLY:	LIST PRICE		TOTAL
AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION	\$7,321.00	1	\$7,321.00
FOOTAGE METER (mounted on jet hose reel)	\$742.00	1	\$742.00
SEWER HOSE (1" I.D., 2500 P.S.I. OPERATING PRESSURE) PER FT	\$4.43	800	\$3,544.00

CLEANING ATTACHMENTS:

SIX (6) 28" D.O.T. SAFETY CONES AND HOLDER	\$370.00	1	\$370.00
CENTRAL LUBRICATION SYSTEM	\$2,770.00	1	\$2,770.00

WATER PUMPS:

TRIPLEX PLUNGER STYLE GIANT WATER PUMP RATED AT 80 GPM @ 2000 PSI (includes drain valves)	\$9,149.00	1	\$9,149.00
<u>WATER TANKS:</u>			
ADDITIONAL 200 GALLON DURAPROLENE™ WATER TANK W/ 10 YEAR WARRANTY - (between rails) Note #1: Subject to chassis load capacity specifications.	\$5,338.00	1	\$5,338.00
WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)	\$507.00	1	\$507.00
<u>WATER SYSTEM ATTACHMENTS:</u>			
FILL HOSE STORAGE RACK	\$209.00	1	\$209.00
STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose)	\$6,153.00	1	\$6,153.00
CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a spring retracting hose reel mounted mid-ship)	\$1,383.00	1	\$1,383.00
Additional Extension Wand w/ High Flow Quick Connect	\$330.00	2	\$660.00
<u>TOOLBOX CONFIGURATIONS:</u>			
BUMPER MOUNTED ALUMINUM TOOL BOX (1) 10"x12"x22" (mounted driver side front bumper)	\$939.00	1	\$939.00
LONG HANDLED TOOL STORAGE (TWO (2) 4" TUBES) & CABINET	\$752.00	1	\$752.00
<u>DEBRIS BOX & BOOM:</u>			
DEBRIS LIQUID LEVEL AUDIBLE ALARM (level set point is adjustable) Note: Tied to vacuum relief and opens vacuum relief valve.	\$853.00	1	\$853.00
TELESCOPING BOOM SYSTEM (identical reach as standard)	\$4,683.00	1	\$4,683.00
DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)	\$1,170.00	1	\$1,170.00
DECANT SCREEN ON REAR DOOR PORT (swing out perforated shield)	\$1,380.00		\$0.00
<u>ELECTRICAL & LIGHTING:</u>			
WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief on/off, boom up/down, boom left/right, boom extend/retract and module kill switch)	\$4,326.00	1	\$4,326.00
ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear mounted camera heads with split screen monitor in cab)	\$1,504.00	1	\$1,504.00
LED STROBE LIGHT: LOCATED ON BOOM SUPPORT (factory standard)	\$518.00	2	\$1,036.00
LED ARROW STICK (factory standard)	\$1,053.00	1	\$1,053.00
LED MANHOLE AREA WORK LIGHT	\$445.00	1	\$445.00
LED CURBSIDE BODY MOUNTED WORK LIGHT	\$445.00	1	\$445.00
LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard)	\$917.00	1	\$917.00
LED HANDHELD WIRELESS 12v/110v RECHARGABLE LED SPOTLIGHT W/ STORAGE	\$331.00	1	\$331.00
<u>CHASSIS:</u>			
AIR PURGE WINTERIZATION SYSTEM (supplied by chassis air system)	\$1,348.00	1	\$1,348.00
<u>PAINT:</u>			
DEBRIS BOOM: STANDARD • STERLING WHITE (FDG91327)	STANDARD		
DEBRIS TANK: STANDARD • STERLING WHITE (FDG91327)	STANDARD		
HOSE REEL - UPRIGHT STANDARD • SEWER BLUE (PAN 287)	STANDARD		
FRAME: • STANDARD BLACK (FDG9000)	STANDARD		
SLIDE FRAME: • STANDARD BLACK (FDG9000)	STANDARD		
<u>MANUALS & TRAINING:</u>			
USB OPERATORS MANUAL	\$58.00	1	\$58.00
<u>OPTION:</u>			
DEBRIS BODY PUMP OFF SYSTEM (4" hydraulic driven pump rated @ 800 gpm located on rear door of debris body, includes decant screen)	\$13,228.00	1	\$13,228.00



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National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

RFP Opening

| DECEMBER 21, 2017 |

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #122017

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning November 16, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until December 20, 2017 at 4:30 p.m. Central Time at the above address and opened December 21, 2017 at 8:30 a.m. Central Time.

RFP Timeline

November 16, 2017	Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
December 5, 2017 10:00 a.m. CT	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
December 13, 2017	Deadline for RFP questions.
December 20, 2017 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
December 21, 2017 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES.

3.17 Additional Scope Definitions: In addition to SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

- 3.17.1** Equipment, accessories and supplies for the purpose of cleaning sewer lines, catch basins and storm sewers, such as sewer vacuums, jetters, rodders, and self-propelled or chassis-mounted hydro-excavators; and,

3.17.2 Equipment, accessories and supplies for the purpose of street or parking lot sweeping, such as mechanical, vacuum, air, and high efficiency sweepers.

3.17.3 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.3.1 Respondent's proposal may include no more than an incidental offering of trailer or skid-mounted hydro-excavation equipment. Respondent's primary offerings must be the equipment identified in sub-sections 3.17.1 or 3.17.2 above.

3.17.3.2 This solicitation is not intended to include pumps. Such items in a proposal will be considered out of scope.

3.18 **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 **Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 **Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 **Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 **Awarded Vendor's interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet NJPA Members’ needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members’ needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At NJPA’s option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.25.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.29 Proposer’s Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer’s knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.37 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's

competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening,**” and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$150 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor’s NJPA contract. This method of procurement can be satisfied

through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 **The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged**, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 **ADDITIONS.** New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 **DELETIONS.** New products and related services may be deleted from a contract if an item is no longer available.

5.35 **PRICE CHANGES.** A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

5 **EVALUATION OF PROPOSALS**

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer’s response. NJPA may, however, consider additional information outside the Proposer’s response. This research may include such sources as the Proposer’s website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for “Widgets and Related Products and Services.” NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award

Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing

to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body

determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these

specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub

Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA’s authority to immediately terminate the Contract for continued

breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees,

from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 **FORMS**

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PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is NJPA’s role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company’s primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #122017

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/Duns & Bradstreet Number: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #122017 _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20____ and continue until-_____
(no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20____ NJPA Contract Number #122017 |

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20____ NJPA Contract Number #122017 |

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20____ NJPA Contract Number #122017 |

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____

Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Describe the top three market differentiators of your products/services relative to the industry.
- 20) Identify how your products, services and supplies address the scope of this RFP.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

- ☐ Adding Products/Services
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

NJPA CONTRACT NUMBER:

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

--

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

--

If adding products, state how these are within the scope of the original RFP.

--

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

--

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes

☐ No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO

Date



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)



Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	County	County	County	County	County
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Adams County	Benton County	Aiken County	Box Elder County	Asotin County
Nuui County	Bannock County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
Municipality	Bear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
City and County of Honolulu	Benewah County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Higher Education	Bingham County	Clatsop County	Barnwell County	Davis County	Clark County
Hawaii Community College	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
Honolulu Community College	Boise County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii	Bonner County	Crook County	Calhoun County	Emery County	Douglas County
University of Hawaii Research Corporation	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Windward Community College	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Education (K-12)	Butte County	Douglas County	Charleston County	Grand County	Garfield County
Hanalei Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
Kamehameha Schools	Canyon County	Grant County	Chester County	Juab County	Grays Harbor County
Special District	Caribou County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Community Development Authority	Cassia County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Public Housing Authority	Clark County	Jackson County	Colleton County	Morgan County	King County
Hawaii Tourism Authority	Clearwater County	Jefferson County	Darlington County	Piute County	King County Directors' Association
Honolulu Authority for Rapid Transportation	Elmore County	Josephine County	Dillon County	Rich County	Kitsap County
Natural Energy Laboratory of Hawaii Authority	Franklin County	Klamath County	Dorchester County	Salt Lake County	Kittitas County
State	Fremont County	Lake County	Edgefield County	San Juan County	Klickitat County
Hawaii Department of Accounting and General Serv	Gem County	Lane Council of Governments	Fairfield County	Sanpete County	Lewis County
Hawaii Department of Finance and Administration	Gooding County	Lane County	Florence County	Sevier County	Lincoln County
Hawaii Department of Health	Idaho County	Lincoln County	Georgetown County	Summit County	Mason County
Hawaii Employer-Union Health Benefits Trust Fund	Jefferson County	Linn County	Greenville County	Tooele County	Okanogan County
Hawaii Health Systems Corporation	Jerome County	Malheur County	Greenwood County	Utah County	Pacific County
State Of Hawaii	Kootenai County	Marion County	Hampton County	Wasatch County	Pend Oreille County
	Latah County	Marion County Housing Authority	Horry County	Washington County	Pierce County
	Lemhi County	Morrow County	Jasper County	Wayne County	San Juan County
	Lewis County	Multnomah County	Kershaw County	Weber County	Skagit County
	Lincoln County	Polk County	Lancaster County		Skamania County
	Madison County	Sherman County	Laurens County	Municipality	Snohomish County
	Minidoka County	Tillamook County	Lee County	Centerfield City	Spokane County
	Nex Perce County	Umatilla County	Lexington County	City of Alpine City	Stevens County
	Oneida County	Union County	Lower Savannah Council of Governments	City of American Fork	Thurston County
	Owyhee County	Wallawa County	Marion County	City of Aurora	Thurston Regional Planning Council
	Payette County	Wasco County	Marlboro County	City of Ballard	Wahkiakum County
	Power County	Washington County	McCormick County	City of Beaver	Walla Walla County
	Shoshone County	Wheeler County	Newberry County	City of Blanding	Whatcom County
	Teton County	Yamhill County	Oconee County	City of Bluffdale	Whitman County
	Twin Falls County	Municipality	Orangeburg County	City of Bountiful	Yakima County
	Valley County	City of Adair Village	Pickens County	City of Brigham	Yakima County Public Services
	Washington County	City of Adrian	Richland County	City of Castle Dale	Yakima Valley Conference of Governments
Municipality	City of Albion	City of Albany	Saluda County	City of Cedar City	Municipality
City of Aberdeen	City of American Falls	City of Amity	Spartanburg County	City of Cedar Hills	City of Aberdeen
City of Albion	City of Arco	City of Arlington	Sumter County	City of Centerville	City of Airway Heights
City of Ammon	City of Arimo	City of Ashland	Union County	City of Clearfield	City of Algona
City of Arco	City of Ashton	City of Astoria	Williamsburg County	City of Clinton	City of Anacortes
City of Arimo	City of Athol	City of Athens	York County	City of Coalville	City of Arlington
City of Ashton	City of Atomic City	City of Aumsville	Municipality	City of Colorado City	City of Asotin
City of Athol	City of Bancroft	City of Aurora	City of Abbeville	City of Corinne City	City of Auburn
City of Atomic City	City of Bellevue	City of Baker City	City of Aiken	City of Cottonwood Heights	City of Bainbridge Island
City of Bancroft	City of Blackfoot	City of Bandon	City of Anderson	City of Delta	City of Battle Ground
City of Bellevue	City of Bliss	City of Banks	City of Barnwell	City of Draper	City of Bellevue
City of Blackfoot	City of Bloomington	City of Bay City	City of Beaufort	City of Duchesne	City of Bellingham
City of Bliss	City of Boise	City of Beaverton	City of Belton	City of East Carbon	City of Benton City
City of Bloomington	City of Bonners Ferry	City of Bend	City of Bennettsville	City of Elk Ridge	City of Bingen
City of Boise	City of Bovill	City of Boardman	City of Bishopville	City of Elmo	City of Black Diamond
City of Bovill	City of Buhl	City of Brookings	City of Camden	City of Enoch	City of Blaine
City of Burley	City of Burley	City of Brownsville	City of Cayce	City of Enterprise	City of Bonney Lake
City of Caldwell	City of Cambridge	City of Burns	City of Charleston	City of Ephraim	City of Bothell
City of Carey	City of Cascade	City of Canby	City of Chesnee	City of Escalante	City of Bremerton
City of Cascade	City of Castleford	City of Cannon Beach	City of Chester	City of Eureka	City of Brewster
City of Challis	City of Chubbuck	City of Canyonville	City of Clemson	City of Fairview	City of Bridgeport
City of Chubbuck	City of Clayton	City of Carlton	City of Clinton	City of Farmington	City of Brier
City of Clayton	City of Clifton	City of Cascade Locks	City of Columbia	City of Farr West	City of Buckley
City of Clifton	City of Coeur d'Alene	City of Cave Junction	City of Conway	City of Ferron	City of Burien
City of Council	City of Council	City of Central Point	City of Darlington	City of Fillmore	City of Burlington
City of Craigmont	City of Crouch	City of Chiloquin	City of Denmark	City of Fountain Green	City of Camas
City of Crouch	City of Culdesac	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Carnation
City of Culdesac	City of Dalton Gardens	City of Coburg	City of Easley	City of Garland	City of Cashmere
City of Dalton Gardens	City of Dayton	City of Columbia City	City of Florence	City of Grantsville	City of Castle Rock
City of Dayton	City of Deary	City of Condon	City of Folly Beach	City of Green River	City of Centralia
City of Deary	City of Dietrich	City of Coos Bay	City of Forest Acres	City of Gunnison	City of Chehalis
City of Dietrich	City of Donnelly	City of Coquille	City of Fountain Inn	City of Harrisville	City of Chelan
City of Donnelly		City of Cornelius	City of Gaffney	City of Heber City	City of Cheney
		City of Corvallis	City of Georgetown	City of Helper City	City of Chewelah
		City of Cottage Grove	City of Goose Creek	City of Herriman	City of Clarkston
		City of Cove	City of Greenville	City of Highland	City of Cle Elum
		City of Creswell	City of Greenwood	City of Hildale	City of Clyde Hill
		City of Culver	City of Greer	City of Holladay	City of Colfax
		City of Dallas	City of Hanahan	City of Honeyville	City of College Place
		City of Damascus	City of Hardeeville	City of Hooper	City of Colville

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
	City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
	City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
	City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
	City of Eagle	City of Donald	City of Lake City	City of Innis	City of Dayton
	City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
	City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
	City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
	City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duval
	City of Fernan Lake Village	City of Eagle Point	City of Loris	City of Layton	City of East Wenatchee
	City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
	City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
	City of Franklin	City of Enterprise	City of Mauldin	City of Lindon	City of Electric City
	City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Ellensburg
	City of Garden City	City of Eugene	City of Myrtle Beach	City of Manti	City of Elma
	City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
	City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
	City of Glens Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
	City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
	City of Grand View	City of Garibaldi	City of Orangeburg	City of Millford	City of Federal Way
	City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
	City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of Fife
	City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
	City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
	City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
	City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
	City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
	City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
	City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
	City of Hollister	City of Greenhorn	City of Walhalla	City of Myton	City of Grandview
	City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
	City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
	City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
	City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlstus
	City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
	City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
	City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kiriakland
	City of Kimberly	City of Idanha	Town of Blacksville	City of Perry	City of Kittitas
	City of Kootsika	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
	City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
	City of Murtaugh	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Newport	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Notus	City of Madras	Town of Edgfield	City of South Weber	City of Montezano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Ellore	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of F. Mill	City of Taylorsville	City of Napavine
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Toquerville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores
	City of Reuburg	City of Mt. Vernon	Town of Harleysville	City of Wellsville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemmingway	City of West Bountiful	City of Omak
	City of Riggins	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
	City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
	City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Rockland City of Rupert City of Salmon City of Sandpoint City of Shelley City of Shoshone City of Smelterville City of Soda Springs City of Spirit Lake City of St. Anthony City of St. Charles City of Stanley City of Star City of Stites City of Sugar City City of Sun Valley City of Tensed City of Tetonia City of Troy City of Twin Falls City of Ucon City of Victor City of Wallace City of Weippe City of Weiser City of Wendell City of Weston City of White Bird City of Wilder City of Winchester Higher Education Boise State University College of Southern Idaho College of Western Idaho Eastern Idaho Technical College Idaho Division of Professional Technical Education Idaho State University Lewis Clark State College North Idaho College University of Idaho Education (K-12) Aberdeen School District No. 58 Arbon Elementary School District No. 383 Avery School District Basin School District No. 72 Bear Lake County School District No. 33 Bear Lake School District No. 33 Blackfoot School District No. 55 Blaine County School District No. 61 Bliss Joint School District No. 234 Bonneville Joint School District No. 93 Boundary County School District No. 101 Bruneau-Grand View Joint School District Buhl Joint School District No. 412 Butte County Joint School District No. 111 Caldwell School District No. 132 Camas County School District No. 121 Cambridge School District Cascade School District No. 422 Cassia County Joint School District No. 151 Castleford Joint School District No. 417 Challis Joint School District No. 181 Clark County School District No. 161 Coeur d'Alene School District No. 271 Cottonwood Joint School District No. 242 Council School District No. 13 Culdesac Joint School District No. 342 Dietrich School District No. 314 Emmett Independent School District No. 221 Filer School District No. 413 Firth School District No. 59 Fremont County School District No. 215 Fruitland School District No. 373 Garden Valley School District Genesee Joint School District No. 282 Glenns Ferry Joint School District No. 192 Gooding Joint School District No. 231 Grace Joint School District No. 148 Hagerman Joint School District No. 233 Hansen School District No. 415 Highland Joint School District No. 305 Homedale School District No. 370 Horseshoe Bend School District No. 73 Idaho Falls School District No. 91 Independent School District of Boise City Jefferson County School District No. 251 Jerome Joint School District No. 261 Joint School District No. 2 Kamiah School District No. 304 Kellogg Joint School District 391 Kendrick Joint School District No. 283 Kimberly School District No. 414 Kootenai School District No. 274 Kuna Joint School District No. 3	City of North Bend City of North Plains City of North Powder City of Nyssa City of Oakland City of Oakridge City of Ontario City of Oregon City City of Paisley City of Pendleton City of Philomath City of Phoenix City of Pilot Rock City of Port Orford City of Portland City of Powers City of Prairie City City of Prineville City of Rainier City of Redmond City of Reedsport City of Richland City of Riddle City of Rockaway Beach City of Rogue River City of Roseburg City of Rufus City of Salem City of Sandy City of Scappoose City of Scio City of Scotts Mills City of Seaside City of Seneca City of Shady Cove City of Sheridan City of Sherwood City of Siletz City of Silverton City of Sisters City of Sodaville City of Spray City of Springfield City of St. Helens City of St. Paul City of Starfield City of Stayton City of Sublimity City of Sumpter City of Sutherlin City of Sweet Home City of Talent City of Tangent City of The Dalles City of Tigard City of Tillamook City of Toledo City of Troutdale City of Tualatin City of Turner City of Ukiah City of Unatilla City of Union City of Unity City of Vale City of Veneta City of Vernonia City of Waldport City of Wallowa City of Warrenton City of Wasco City of West Linn City of Westfir City of Weston City of Wheeler City of Willamina City of Wilsonville City of Winston City of Wood Village City of Woodburn City of Yachats City of Yamhill City of Yoncalla Town of Bonanza Town of Butte Falls Town of Canyon City Town of Lakeview Town of Lexington Higher Education Blue Mountain Community College Central Oregon Community College Chemeketa Community College Clackamas Community College Clatsop Community College	Town of Holly Hill Town of Hollywood Town of Honea Path Town of Irmo Town of Iva Town of Jackson Town of James Island Town of Jamestown Town of Jefferson Town of Jenkinsville Town of Johnston Town of Jonesville Town of Kershaw Town of Kiawah Island Town of Kingstree Town of Lake View Town of Lamar South Carolina Town of Lane Town of Latta Town of Lexington Town of Lincolnville Town of Little Mountain Town of Lockhart Town of Lyman Town of Lynchburg Town of Mayesville Town of McBee Town of McClellanville Town of McCall Town of McCormick Town of Meggett Town of Moncks Corner Town of Mt. Pleasant Town of Neeses Town of New Ellenton Town of Nichols Town of Ninety Six Town of Norris Town of North Town of Norway Town of Olanta Town of Pacolet Town of Pageland Town of Pamplico Town of Patrick Town of Pawleys Island Town of Pelton Town of Pelzer Town of Pendleton Town of Perry Town of Port Royal Town of Prosperity Town of Ravenel Town of Reidville Town of Ridge Spring Town of Ridgeland Town of Ridgeville Town of Ridgeway Town of Saint Matthews Town of Saint Stephen Town of Salem Town of Salley Town of Saluda Town of Santee Town of Scranton Town of Seabrook Island Town of Sellers Town of Sharon Town of Six Mile Town of Snelling Town of Society Hill Town of South Congaree Town of Springdale Town of St. George Town of St. Matthews Town of Stuckey Town of Sullivans Island Town of Summerton Town of Summerville Town of Summit Town of Surfside Beach Town of Swansea Town of Timmonsville Town of Trenton Town of Turbeville Town of Ulmer Town of Varnville Town of Wagners Town of Ward Town of Ware Shoals Town of West Pelzer Town of West Union Town of Whitmire Town of Williamston	City of West Valley City City of Willard City of Woodland Hills City of Woods Cross Town of Alta Town of Altamont Town of Alton Town of Amalgam Town of Annabella Town of Antimony Town of Apple Valley Town of Ballard Town of Bear River City Town of Bicknell Town of Big Water Town of Boulder Town of Brian Head Town of Bryce Canyon City Town of Latta Town of Cannonville Town of Castle Valley Town of Cedar Fort Town of Centerfield Town of Central Valley Town of Circleville Town of Clarkston Town of Clawson Town of Cleveland Town of Cornish Town of Daniel Town of Deweyville Town of Eagle Mountain Town of Elmo Town of Elsinore Town of Elwood Town of Emery Town of Fairfield Town of Francis Town of Garden City Town of Genola Town of Glendale Town of Glenwood Town of Goshen Town of Hanksville Town of Hatch Town of Henefer Town of Henrieville Town of Hideout Town of Hinckley Town of Holden Town of Howell Town of Huntsville Town of Joseph Town of Junction Town of Kanarraville Town of Kanosh Town of Kingston Town of Koosharem Town of Leeds Town of Levan Town of Loa Town of Manila Town of Mantua Town of Marysville Town of Meadow Town of Minersville Town of New Harmony Town of Newton Town of Ophir Town of Orderville Town of Paradise Town of Paragonah Town of Portage Utah Town of Randolph Town of Redmond Town of Rockville Town of Rocky Ridge Town of Rush Valley Town of Scipio Town of Seckville Town of Sigurd Town of Springdale Town of Stockton Town of Toquerville Town of Torrey Town of Trenton Town of Ulmer Town of Utricht Town of Verron Town of Vineyard Town of Virgin Town of Wales Town of Wallsburg Uintah Basin Association of Governments Higher Education	City of Pacific City of Palouse City of Pasco City of Pateros City of Pomeroy City of Port Angeles City of Port Orchard City of Port Townsend City of Poulsbo City of Prosser City of Pullman City of Puyallup City of Quincy City of Rainier City of Raymond City of Redmond City of Renton City of Republic City of Richland City of Richfield City of Riverville City of Rock Island City of Roslyn City of Roy City of Royal City City of Sammamish City of SeaTac City of Seattle City of Sedro-Wooley City of Selah City of Sequim City of Shelton City of Shoreline City of Snohomish City of Snoqualmie City of Soap Lake City of South Bend City of Spokane City of Spokane Valley City of Sprague City of Stanwood City of Stevenson City of Sultan City of Sumas City of Sumner City of Sunnyvale City of Tacoma City of Tekoa City of Tenino City of Tieton City of Toledo City of Tonasket City of Toppenish City of Tukwila City of Tumwater City of Union Gap City of University Place City of Vader City of Vancouver City of Waitsburg City of Walla Walla City of Wapato City of Warden City of Washougal City of Wenatchee City of West Richland City of Westport City of White Salmon City of Winlock City of Woodinville City of Woodland City of Yakima/Yakima County City of Yelm City of Zillah Consolidated Borough of Quil Ceda Village Grays Harbor Council of Governments Town of Almira Town of Beaux Arts Village Town of Bucoda Town of Carbonado Town of Cathlamet Town of Clyde Hill Town of Colton Town of Conconully Town of Concrete Town of Coulee City Town of Coulee Dam Town of Coupeville Town of Creston Town of Cusick Town of Darrington Town of Eastonville Town of Elmer City Town of Endicott

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Lake Pend Oreille School District No. 84 Lakeland School District No. 272 Lawwai School District No. 341 Lewiston Independent School District No. 1 Mackay School District No. 182 Madison School District No. 321 Marsh Valley Joint School District No. 21 Marsing Joint School District No. 363 McCall-Donnelly Joint School District No. 421 Meadows Valley School District No. 11 Melba School District No. 136 Middleton School District No. 134 Middle School District No. 483 Minidoka County School District No. 331 Moscow School District No. 281 Mountain Home School District No. 193 Mountain View School District No. 244 Mullan School District 392 Murtaugh Joint School District No. 418 Nampa Christian Schools Inc. Nampa School District No. 131 New Plymouth School District Nez Perce Joint School District No. 302 North Gem School District No. 149 Notus School District Oneida County School District No. 351 Orofino Joint School District No. 171 Parma School District No. 137 Payette School District No. 371 Plummer-Worley Joint School District No. 44 Pocatello-Chubbuck School District No. 25 Post Falls School District No. 273 Potlatch School District No. 285 Preston Joint School District No. 201 Richfield School District No. 316 Ririe Joint School District No. 252 Rockland School District No. 382 Salmon River Joint School District No. 243 Salmon School District No. 291 Shelley School District No. 60 Shoshone Joint School District No. 312 Snake River School District Soda Springs Joint School District No. 150 South Lemhi School District No. 292 St. Maries Joint School District No. 41 Sugar-Salem Joint District No. 322 Swan Valley Elementary School District No. 33 Swan Valley School District No. 92 Teton County School District No. 401 Three Creek Joint School District No. 416 Troy School District No. 287 Twin Falls School District No. 411 Valley School District No. 262 Vallivue School District No. 139 Vision Charter School District # 463 Wallace School District No. 393 Weiser School District No. 431 Wendell School District No. 232 West Bonner County School District No. 83 West Jefferson School District No. 253 West Side School District No. 202 Whitpaine Joint School District No. 288 Wildor School District No. 153	Columbia Gorge Community College Eastern Oregon University Klamath Community College District Lane Community College Linn-Benton Community College Mt. Hood Community College Oregon Coast Community College Oregon Department of Community Colleges and Workforce Development Oregon Health and Science University Oregon Institute of Technology Oregon State University Oregon State University, Oregon Agricultural Experiment Station Oregon University System Portland Community College Portland State University Reed College Rogue Community College Southern Oregon University Southern Oregon University Family Housing Southwestern Oregon Community College Tillamook Bay Community College Treasure Valley Community College Umpqua Community College University of Oregon Western Oregon University Education (K-12) Adel School District 21 Adrian School District Alsea School District No. 7J Amity School District 4J Annex School District 29 Arlington School District No. 3 Arocl School District No. 81 Ashland School District No. 5 Ashwood School District Astoria School District No. 1C Athena-Weston School District No. 29RJ Baker School District No. 5J Bandon School District Banks School District No. 13 Beaverton School District No. 48 Bend-La Pine Public Schools Bethel School District No. 52 Blachly School District Blachly School District 90 Brookings Harbor School District Canas Valley School District Canby School District No. 86 Cascade School District No. 5 Centennial School District No. 28J Central Curry School District No. 1 Central Linn School District Central Point School District No. 6 Central School District No. 13J Clackamas Education Service District Clatskanie School District No. 6J Colton School District No. 53 Columbia Gorge Education Service District Condon School District No. 25J Coos Bay School District No. 9 Coquille School District No. 8 Corbett School District No. 39 Corvallis School District No. 509J Cove School District No. 15 Crane Elementary School District Creswell School District No. 40 Crook County School District Crow-Applegate-Lorane School District No. 66 Culver School District No. 4 Dallas School District No. 2 David Douglas School District No. 40 Dayton School District No. 8 Dayville School District No. 16J Douglas County School District Douglas County School District No. 4 Douglas Education Service District Dufur School District No. 29 Eagle Point School District No. 9 Eola School District No. 5 Elgin School District Elkton School District No. 34 Enterprise School District No. 21 Estacada School District No. 108 Eugene School District No. 4J Falls City School District Fern Ridge School District No. 28J Forest Grove School District Fossil School District 21J Gaston School District 511J Gervais School District Gladstone School District Glendale School District No. 77 Glide School District Grant County Education Service District	Town of Williston Town of Winnsboro Town of Yemassee Higher Education Aiken Technical College Beaufort Jasper Higher Education Commission Central Carolina Technical College Clemson University Coastal Carolina University College of Charleston Denmark Technical College Florence-Darlington Technical College Francis Marion University Greenville Technical College Horry-Georgetown Technical College Lander University Medical University of South Carolina Midlands Technical College Northeastern Technical College Orangeburg-Calhoun Technical College Piedmont Technical College South Carolina State Board for Technical and Comprehensive Education South Carolina State University South Carolina Technical College System Spartanburg Community College Technical College of the Lowcountry The Citadel Tri-County Technical College Trident Technical College University of South Carolina University of South Carolina, Aiken University of South Carolina, Upstate Williamsburg Technical College Winthrop University York Technical College Education (K-12) Abbeville County School District Aiken County Public Schools Allendale County School District Anderson County School Districts 1 and 2 Career and Technology Center Anderson School District No. 1 Anderson School District No. 2 Anderson School District No. 3 Anderson School District No. 4 Anderson School District No. 5 Bamberg School District No. 1 Bamberg School District No. 2 Barnwell School District No. 45 Beaufort County School District Berkeley County School District Blackville-Hilda Public Schools Calhoun County School District Charleston County School District Cherokee County School District Chester County School District Chesterfield County School District Clarendon County School District No. 1 Clarendon County School District No. 2 Clarendon County School District No. 3 Clover School District No. 2 Colleton County School District Darlington County School District Delta R-V School District Dillon County School District No. 1 Dillon County School District No. 2 Dillon County School District No. 3 Dillon County School District No. 4 Diocese Of Charleston Schools Dorchester School District No. 2 Dorchester School District No. 4 Edgefield County Schools Fairfield County School District Florence County School District No. 1 Florence County School District No. 2 Florence County School District No. 3 Florence County School District No. 4 Florence County School District No. 5 Ft. Mill School District No. 4 Georgetown County School District Greenville County School District Greenwood School District No. 50 Greenwood School District No. 52 Hampton County School District No. 2 Hampton School District No. 1 Horry County Schools Jasper County School District John de la Howe School District Kershaw County School District Lancaster County School District Laurens County School District No. 55 Laurens County School District No. 56 Lee County School District Legacy Charter Schools Lexington County School District No. 1	College of Eastern Utah Davis Applied Technology College Dixie Applied Technology College Dixie State University Mountainland Applied Technology College Rocky Mountain University of Health Professions Salt Lake Community College Snow College Southern Utah University Tooele Applied Technology College Uintah Basin Applied Technology College University of Utah University of Utah Hospitals and Clinics Utah State University Utah System of Higher Education Utah Valley University Weber State University Education (K-12) Alpine School District Beaver County School District Bridger School District Cache County School District Canyons School District Carbond School District Centro De La Familia De Utah Head Start Program School District Daggett School District Davis School District Duchesne County School District Emery County School District Freedom Preparatory Academy School District Garfield County School District Grand County School District Granite School District Iron County School District Jordan School District Juab School District Kane County School District Kane County School District Millard School District Morgan School District Mountainland Head Start Program School District Office Murray City School District Nebo School District North Sanpete County School District North Sanpete County School District North Wasatch County School District Ogden City School District Park City School District Piute County School District Provo City School District Rich County School District Rich School District Rural Utah Child Development Head Start Program School District Office Salt Lake City School District San Juan School District Sevier School District South Sanpete School District South Summit School District Suu Head Start Program School District Thomas Edison Charter Schools Tintic School District Tooele County School District Uintah School District Wasatch County School District Washington County School District Wayne County School District Weber School District Special District Ash Creek Special Service District Ashley Valley Water and Sewer Improvement District Baldwin Valley Water and Sewer Improvement District Bear Lake Special Service District Bear River Water Conservancy District Benchland Water District Benson Culinary Water Improvement District Bona Vista Water Improvement District Cache Mosquito Abatement District Cache Valley Transit District Canyonlands Health Care Special Service District Carbon County Housing Authority Carbon County Municipal Building Authority Carbon County Recreation Transportation Special Service District Carbon Water Conservancy District Castle Valley Special Service District Cedar City Housing Authority Cedar Mountain Fire Protection District Cedarview-Montwell Special Service District Central Davis County Sewer District Central Iron County Water Conservancy District Central Utah Water Conservancy District Central Weber Sewer Improvement District Charleston Water Conservancy District Copperton Improvement District Cottonwood Improvement District	Town of Fairfield Town of Farmington Town of Friday Harbor Town of Garfield Town of Hamilton Town of Harrah Town of Hatton Town of Hunts Point Town of Index Town of Ione Town of La Conner Town of LaCrosse Town of Lamont Town of Latah Town of Lind Town of Lyman Town of Malden Town of Mansfield Town of Marcus Town of Metairie Town of Millwood Town of Naches Town of Nespelem Town of Northport Town of Oakesdale Town of Odessa Town of Pe Ell Town of Prescott Town of Reardan Town of Riverside Town of Rockford Town of Rosalia Town of Ruston Town of Skykomish Town of South Cle Elum Town of South Prairie Town of Spangle Town of Springdale Town of St. John Town of Steilacoom Town of Twisp Town of Uniontown Town of Washtucna Town of Waterville Town of Waverly Town of Wilbur Town of Wilkeson Town of Willow Creek Town of Winthrop Town of Woodway Town of Yacolt Town of Yarrow Point Higher Education Bates Technical College Bellevue Community College Bellingham Technical College Big Bend Community College Cascadia Community College Central Washington University Centralia College Clark College Clover Park Technical College Columbia Basin Community College Community Colleges of Spokane Eastern Washington University Edmonds Community College Everett Community College Evergreen State College Grays Harbor College Green River Community College Highline Community College Lake Washington Institute of Technology Lower Columbia College Northwest Indian College Olympic College Peninsula College Pierce College Renton Technical College Seattle Community College District VI Shoreline Community College Skagit Valley College South Puget Sound Community College Tacoma Community College University of Washington Walla Walla Community College Washington State Board for Community and Technical Colleges Washington State Higher Education Facilities Authority Washington State Student Achievement Council Washington State University Washington State University, Vancouver Wenatchee Valley College Western Washington University Whatcom Community College Yakima Valley Community College

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	Education (K-12)
	Castleford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
	Central Fire District	Greater Albany Public School District 8J	Lexington County School District No. 4	Davis-Salt Lake Aerial Spray Authority	Adna School District No. 226
	Central Orchards Sewer District	Gresham-Berlew School District	Lexington-Richland Upper County Water Improvement District	Duchesne County Upper County Water Improvement District	Almira School District No. 17
	Central Shoshone County Water District	Harney County School District No. 3	Marion County School District	Duchesne County Water Conservancy District	Anacortes School District No. 103
	Clark County District Library	Harney Education Service District	Marion County School District No. 7	Emery County Housing Authority	Arlington Public Schools
	Clarkia Free Library District	Harper School District No. 66	Mariboro County School District	Emery County Municipal Building Authority	Asotin-Anatone School District
	Clarkia Highway District	Harrisburg School District No. 7	McCormick County School District	Emery County Special Service District No. 1	Auburn School District No. 408
	Clearwater Free Library District	Helix School District No. 1-R	Newcirk County School District	Emery Water Conservancy District	Bainbridge Island School District No. 303
	Clearwater Highway District	Hermiston School District	Oconee County School District	Emigration Improvement District	Battle Ground School District No. 119
	Clearwater Soil and Water Conservation District	High Desert Education Service District	Orangeburg Consolidated School District Four	Fruitland Special Service District	Belleveue Christian School District
	Clearwater Water District	Hillburo School District No. 1J	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Belleveue School District No. 405
	Consolidated Free Library District	Hood River County School District	Orangeburg County Consolidated School District No. 5	Grand County Housing Authority	Bellingham School District No. 301
	Cottonwood Highway District	Huntington School District No. 16J	Pickens County School District	Granger-Hunter Improvement District	Benge School District No. 122
	Custer Soil and Water Conservation District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
	Dietrich Fire District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
	Dietrich Highway District	Ione School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
	Doumeq Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boistfort School District No. 234
	Downey Swan Lake Highway District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
	Dry Creek Cemetery Maintenance District	Jefferson County School District No. 509-J	Spartanburg County School District No. 1	Jordanville Special Service District	Brewster School District No. 111
	Eagle Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Joab Special Service Fire District	Bridgport School District No. 75
	Eagle Sewer District	Jewell School District No. 8	Spartanburg County School District No. 3	Kane County Water Conservancy District	Brimson School District No. 46
	East Bonner County Free Library District	John Day School District No. 3	Spartanburg County School District No. 4	Kearns Improvement District	Burlington-Edison School District No. 100
	East Bonner County Library District	Jordan Valley School District No. 3	Spartanburg County School District No. 5	Lake Point Improvement District	Camas School District
	East Greenacres Irrigation District	Joseph School District No. 6	Spartanburg County School District No. 6	Logan-Cache Airport Authority	Cape Flattery School District No. 401
	Eastern Idaho Public Health District	Junction City School District No. 69	Spartanburg County School District No. 7	Maeser Water and Sewer Improvement District	Capital Region Educational Service District No. 113
	Eastern Idaho Regional Wastewater Authority	Klamath County School District	Sumter School District	Magna Mosquito Abatement District	Carbonado Historical School District No. 19
	Elk River Free Library District	Klamath Falls City Schools	Sumter School District No. 17	Magna Water District	Cascade Christian Schools
	Elmore Soil and Water Conservation District	Knappa School District	Sumter School District No. 2	Metropolitan Water District of Salt Lake and Sandy	Cascade School District No. 228
	Fenn Highway District	La Grande School District No. 1	Union County School District	Midvalley Improvement District	Cashmere School District No. 222
	Ferdinand Highway District	Lake County School District No. 7	Ware Shoals School District No. 51	Midway Sanitation District	Castle Rock School District No. 401
	Fish Haven Mosquito Abatement District	Lake Ed Service District	Williamsburg County Schools	Milford Area Healthcare Service District	Central Kitsap School District No. 401
	Fremont County District Library	Lake Oswego School District No. 7J	Williston School District No. 29	Moab Mosquito Abatement District	Central Valley School District No. 356
	Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
	Garden Valley District Library	Lane Education Service District	Special District	Mountain Green Sewer Improvement District	Chehalis School District No. 302
	Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
	Garden Valley Recreation District	Lincoln County School District	Alken Housing Authority	Mountain View Special Service District	Chewelah School District No. 36
	Gateway Fire Protection District	Linn-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
	Gem County Fire Protection District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
	Gem County Mosquito Abatement District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Clarkston School District No. 1250-185
	Glenns Ferry Highway District	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
	Golden Gate Highway District No. 3	Marcola School District No. 79J	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
	Gooding County Memorial Hospital District	McKenzie School District	Belton-Honea Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
	Grace District Library	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
	Grangeville Highway District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
	Greater Bendier Water and Sewer District	Milton-Freewater School District No. 7	Berkeley County Water and Sanitation Authority	North Utah Water Conservancy District	Columbia School District No. 206
	Greater Boise Auditorium District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
	Greater Middleton Parks and Recreation District	Molalla River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
	Greater Swan Valley Fire Protection District No. 2	Monument School District	Boiling Springs Fire District, Greenville County	Ouray Park Water Improvement District	Colville School District No. 115
	Groveland Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
	Harbor View Estates Water and Sewer District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
	Hayden Lake Irrigation District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
	Hayden Lake Recreational Water and Sewer District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
	Hillsdale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Roosevelt City Housing Authority	Cougville School District No. 204
	Homedale Highway District	Neustack Valley School District No. 101	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
	Hoo Doo Water and Sewer District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
	Horseshoe Bend Fire Protection District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No- 50
	Idaho Soil and Water Conservation District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
	Indian Valley Rural Fire District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
	Iona-Bonneville Sewer District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 1	Davenport School District No. 207
	Island Park Fire District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
	Jerome Highway District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
	Jerome Recreation District	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
	Jerome Rural Fire District No. 1	North Santiam School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Divie School District
	Kamiah Fire Protection District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
	Kamiah Highway District	Northwest Regional Education Service District	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
	Ketchum Rural Fire Protection District	Nysa School District No. 26	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
	Kidder Harris Highway District	Oakland School District	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
	Kingston Water District	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
	Kootenai County Water District No. 1	Ontario School District No. 86	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
	Kootenai Ponderosa Irrigation District	Oregon City School District No. 62	Donalds Due West Water and Sewer Authority	South Valley Sewer Improvement District	Educational Service District No. 112
	Kootenai-Shoshone Soil and Water Conservation Distr	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Ellensburg School District No. 401
	Kuna Library District	Paisley School District No. 11	Dorchester County Water Authority	Spanish Valley Water and Sewer Improvement District	Elma School District No. 68
	Laclede Water District	Parkrose School District No. 3	Duncan Chapel Fire District	St. George Housing Authority	Endicott School District No. 308
	Lakes Highway District	Pendleton School District No. 16	Easley Housing Authority	Stansbury Park Improvement District	Entiat School District No. 127
	Latah County Library District	Perrydale School District No. 21J	Easley-Central Water District	Strawberry Electric Service District	Enumclaw School District No. 216
	Latah Soil and Water Conservation District	Philomath School District No. 17J	East Richland County Public Service District	Sugar House Park Authority	Ephrata School District No. 165
	Lemhi Soil and Water Conservation District	Phoenix-Talent School District	Edgefield County Water and Sewer Authority	Tabby Valley Park Special Service District	Evaline School District No. 36
	Lewiston Orchards Irrigation District	Pilot Rock School District No. 2	Florence Housing Authority	Taylorville Water Improvement District	Everett School District No. 2
	Lewiston-Nez Perce County Regional Airport Authority	Pine Eagle School District No. 61	Fort Mill Housing Authority	Thompson Special Service District	Evergreen School District No. 114, Clark County
	Lincoln County Recreation District	Pinehurst School District	Fripp Island Public Service District	Timpanogas Special Service District	Evergreen School District No. 205
	Little Blacktail Ranch Water District	Pleasant Hill School District	Gaffney Housing Authority	Tooele County Housing Authority	Everglades Way Public Schools
	Little Wood River Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Recreation Special Service District	Ferndale School District No. 502
	Lizard Butte Library District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tridell-Lapoint Water Improvement District	File School District No. 417
	Lost River Highway District	Portland Public School District No. 1	Georgetown Housing Authority	Uintah Animal Control and Shelter Special Service District	Finley School District
	M&T Water and Sewer District	Powers School District No. 31	Gilbert-Summit Rural Water District	Uintah County Municipal Building Authority	Franklin Pierce School District No. 402
	MacKay Free Library District	Prairie City School District No. 13	Grand Strand Water and Sewer Authority	Uintah Fire Suppression Special Service District	Freeman School District No. 358
	Madison Library District	Prospect School District	Greenville Arena District	Uintah Health Care Special Service District	Garfield School District No. 302
	Marsing Rural Fire District	Rainier School District No. 14	Greenville County Recreation District	Uintah Highlands Water and Sewer Improvement District	Glenwood School District
	McCall Fire Protection District	Redmond School District No. 2J	Greenville County Redevelopment Authority	Uintah Mosquito Abatement District	Goldendale School District
	McCall Memorial Hospital District	Reedsport School District No. 105	Greenville Transit Authority	Uintah Recreation District	Grand Coulee Dam School District
	Meridian Cemetery Maintenance District	Region 9 Education Service District	Greenwood Metropolitan District	Uintah Transportation Special Service District	Grandview School District No. 200
	Meridian Library District	Reynolds School District No. 7	Greer Housing Authority	Uintah Water Conservancy District	Granger School District No. 204
	Meridian Rural Fire Protection District	Riddle School District No. 70		Unified Fire Authority	Granite Falls School District No. 332

Idaho	Oregon	South Carolina	Utah	Washington
Mica Kidd Island Fire Protection District	Riverdale School District No. 51J	Hartsville Housing Authority	Utah County Housing Authority	Grapeview School District No. 54
Middleton Rural Fire Protection District	Rogue River School District No. 35	Hilton Head No. 1 Public Service District	Utah Paiute Housing Authority	Great Northern School District
Midvale Fire Protection District	Roseburg Public Schools	Holly Springs Fire-Rescue District	Utah Transit Authority	Green Mountain School District No. 103
Minidoka County Fire Protection District	Salem-Keizer Public School District No. 24J	Homeland Park Water and Sewer District	Utah Valley Dispatch Special Service District	Griffin School District No. 324
Minidoka County Highway District	Saniam Canyon School District No. 129J	James Island Public Service District	Wasatch County Fire District	Harrington Public Schools
Morland Water and Sewer District	Saniam Christian Schools	Kingstree Housing Authority	Wasatch Front Waste and Recycling District	Highland School District No. 203
Mountain Home Highway District	Scappoose School District No. 1J	Lady's Island-St. Helena Fire District	Wasatch Integrated Waste Management District	Highline School District No. 401
Mountain Rides Transportation Authority	Scio School District No. 95C	Lake City Housing Authority	Washington County Water Conservancy District	Hockinson School District
Nampa and Meridian Irrigation District	Seaside School District	Lancaster County Water and Sewer District	Waste Management Service District No. 5	Hood Canal School District No. 404
Nampa Highway District No. 1	Sheridan School District No. 48J	Lancaster Housing Authority	Weber Basin Water Conservancy District	Hoquiam School District No. 28
Nampa Housing Authority	Sherman County School District	Lancaster Soil and Water Conservation District	Weber Fire District	Inchelium School District No. 70
New Plymouth Fire District	Sherwood School District No. 88J	Laurens Housing Authority	Weber Mosquito Abatement District	Issaquah School District No. 411
North Bingham County District Library	Silver Falls School District No. 4J	Lexington County Health Services District, Inc.	Weber-Box Elder Conservation District	Kahlotus School District No. 56
North Custer Hospital District	Sisters School District No. 6	Liberty-Chesney-Fingerville Water District	Wellsville-Mendon Conservancy District	Kalama School District No. 402
North Kootenai Water and Sewer District	Siuslaw School District No. 97J	Local Housing Authority	White City Water Improvement District	Keller School District No. 3
North Lake Recreational Sewer and Water District	South Coast Education Service District, Region No. 7	Lowcountry Regional Transportation Authority	Woodruff Fire District	Kelso School District No. 458
North Latah County Highway District	South Lane School District No. 45J3	Lugoff-Elgin Water Authority		Kennewick School District No. 17
Northern Lakes Fire District	South Umpqua School District No. 19	Marion Housing Authority	State Of Utah	Kent School District No. 415
Northside Fire District	South Wasco County School District No. 1	Marlboro County Housing Authority	Utah Department of Administrative Services	Kettle Falls School District No. 212
Notus-Parma Highway District No. 2	Southern Oregon Education Service District	McColl Housing Authority	Utah Department of Health	Kiona-Benton City School District No. 52
Oakley Highway District	Spray School District No. 1	Spray School District No. 1	Utah State Legislature	Kittitas School District
Oakley Library District	Springfield School District No. 19	Springfield School District No. 19	Utah State Treasurer	Klickitat School District No. 402
Ola District Library	St. Helens School District No. 502	St. Helens School District No. 502		La Center School District
Oneida County Fire District	St. Paul School District No. 45	St. Paul School District No. 45		La Conner School District No. 311
Oregon Trail Recreation District	Stanfield School District No. 61	Stanfield School District No. 61		LaCrosse School District
Outlet Bay Water and Sewer District	Sutherlin School District No. 130	Sutherlin School District No. 130		Lake Chelan School District No. 129
Panhandle Health District	Sweet Home School District No. 55	Sweet Home School District No. 55		Lake Quinalt School District No. 97
Parma Rural Fire Protection District	Three Rivers School District	Three Rivers School District		Lake Stevens School District No. 4
Pine Ridge Water and Sewer District	Tigard-Tualatin School District No. 23J	Tigard-Tualatin School District No. 23J		Lake Washington School District No. 414
Pinehurst Water District	Tillamook School District No. 9	Tillamook School District No. 9		Lakewood School District No. 306
Pioneer Irrigation District	Ukiah School District No. 6	Ukiah School District No. 6		Lamont School District
Piacerville Fire Protection District	Umatilla School District No. 6	Umatilla School District No. 6		Liberty School District No. 362
Pocatello Housing Authority	Union School District 5	Union School District 5		Lind School District
Pocatello-Chubbuck Auditorium District	Vale School District No. 84	Vale School District No. 84		Longview School District No. 122
Portneuf District Library	Vernonia School District No. 47J	Vernonia School District No. 47J		Loon Lake School District No. 183
Post Falls Highway District	Wallowa School District No. 12	Wallowa School District No. 12		Lopez Island School District No. 144
Power County Highway District	Warrenton-Hammond School District No. 30	Warrenton-Hammond School District No. 30		Lyle School District No. 406
Prairie Highway District	West Linn-Wilsonville School District	West Linn-Wilsonville School District		Lynden School District No. 504
Prairie-River Library District	Willamette Education Service District	Willamette Education Service District		Malton School District No. 120
Progressive Irrigation District	Williamina School District No. 30J	Williamina School District No. 30J		Mansfield School District No. 207
Raft River Highway District	Winston-Dillard School District No. 116	Winston-Dillard School District No. 116		Manson School District
Rapid River Water and Sewer District	Woodburn School District No. 103	Woodburn School District No. 103		Mary M. Knight School District
Richfield District Library	Yamhill-Carlton School District No. 1	Yamhill-Carlton School District No. 1		Mary Walker School District No. 207
Riverside Independent Water District	Yoncalla School District No. 32	Yoncalla School District No. 32		Marysville School District No. 25
Rock Creek Fire District				McCleary School District No. 65
Rockland Rural Fire District				Mead School District No. 354
Rogerson Water District				Medical Lake School District No. 326
Ross Point Water District				Mercer Island School District No. 300
Sagle Fire District				Meridian School District No. 505
Salmon River Clinic Hospital District				Methow Valley School District
Sam Owen Fire District				Monroe School District No. 103
Santa-Fernwood Water and Sewer District				Montesano School District No. 66
Schweitzer Fire-Rescue District				Morton School District No. 214
Settlers Irrigation District				Moses Lake School District No. 161
Shelley/Firth Fire District				Mossyrock School District No. 206
Shoshone City & Rural Fire District				Mt. Adams School District No. 209
Shoshone County Fire Protection District No. 2				Mt. Baker School District No. 507
Shoshone Highway District No. 2				Mt. Vernon School District No. 320
South Bannock Library District				Mukilteo School District No. 6
South Bingham Soil Conservation District				Naches Valley School District No. 3
South Boundary Fire Protection District				Napavine School District No. 14
South Custer Fire District				Naselle-Grays River Valley School District No.165
South Fork Coeur d'Alene River Sewer District				Nespelem School District No. 14
South Latah Highway District				Neport School District No. 56-415
Southside Water and Sewer District				Nine Mile Falls School District No. 325/179
Southwestern Idaho Cooperative Housing Authority				Nocklack Valley School District No. 506
St. Maries Fire Protection District				North Beach School District No. 64
Star Joint Fire District				North Franklin School District No. 51
Star Sewer and Water District				North Kitsap School District No. 400
Sun Valley Water and Sewer District				North Mason School District
Sunset Heights Water District				North Thurston Public Schools
Targhee Regional Public Transit Authority				Northport

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Wilderness Ranch Fire Protection District	Colton Fire District	Township		Pateros School District
	Winona Highway District	Colton Water District	Township of Grand Meadow		Paterson School District No. 50
	Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal		Pe Ell School District No. 301
	Worley Highway District	Columbia Health District	Catawba Indian Nation		Peninsula School District
State		Columbia Improvement District			Pioneer School District No. 402
	Idaho Department of Administration	Columbia River People's Utility District			Pomeroy School District No. 110
	Idaho Department of Health and Welfare	Columbia Soil and Water Conservation District			Port Angeles School District No. 121
	State Of Idaho	Coos County Airport District			Port Townsend School District No. 50
Tribal		Coos County Library Service District			Prescott School District No. 402-37
	Coeur d'Alene Tribe	Coquille Indian Housing Authority			Pride Prep Schools
	Kootenai Tribe of Idaho	Coquille Valley Hospital District			Prosser School District No. 116
	Nez Perce Tribal Enterprises	Corbett Water District			Puget Sound Educational Service District
	Nez Perce Tribe	Corvallis Rural Fire Protection District			Pullman School District No. 267
	Shoshone-Bannock Tribes	Cove Rural Fire Protection District			Puyallup School District No. 3
		Crooked River Ranch Rural Fire Protection District			Queets-Clearwater School District No. 20
		Crooked River Ranch Special Road District			Quilcene School District No. 48
		Curry Health District			Quillayute Valley School District No. 402
		Curry Public Library District			Quincy School District No. 144
		Dallas Cemetery District No. 4			Rainier School District No. 307
		Dean Minard Water District			Raymond School District No. 116
		Dee Rural Fire Protection District			Reardan-Edwall School District
		Deschutes County 911 Service District			Renton School District No. 403
		Deschutes County Rural Fire District No. 1			Republic School District
		Deschutes Valley Water District			Richland School District No. 400
		Devils Lake Water Improvement District			Ridgefield School District No. 122
		Dexter Rural Fire Protection District			Ritzville School District
		Douglas County Fire District No. 2			Riverside School District
		Douglas County Housing Authority			Riverview School District No. 407
		Douglas Soil and Water Conservation District			Rochester School District
		Drakes Crossing Rural Fire Protection District			Rosalia School District No. 320
		Dufur Recreation District			Royal School District
		Eagle Valley Soil and Water Conservation District			San Juan Island School District No. 149
		East Fork Irrigation District			Satsop School District No. 104
		East Multnomah Soil and Water Conservation District			Seattle Public Schools
		East Umatilla County Health District			Sedro-Woolley School District No. 101
		East Valley Water District			Selah School District No. 119
		Echo Rural Fire District			Selkirk School District No. 70
		Elsie-Vinemaple Rural Fire Protection District No. 11			Sequim School District No. 323
		Emerald People's Utility District			Shaw Island School District No. 10
		Estacada Rural Fire District No. 69			Shelton School District No. 309
		Fairview Water District			Shoreline School District No. 412
		Falcon Cove Beach Water District			Skykomish School District
		Farmers Irrigation District			Snohomish School District No. 201
		Gardiner Sanitary District			Snoqualmie Valley School District No. 410
		Gaston Rural Fire District			Soap Lake School District No. 156
		Gates Rural Fire Protection District			South Bend School District No. 118
		Gearhart Rural Fire Protection District			South Kitsap School District No. 402
		Glendale Rural Fire Protection District			South Whidbey School District No. 206
		Gleneden Sanitary District			Southside School District
		Goshen Fire District			Spokane Public Schools
		Government Camp Sanitary District			Sprague School District
		Grand Ronde Sanitary District			St. John School District No. 322
		Grant County Transportation District			Stanwood-Camano School District No. 401
		Grant Soil and Water Conservation District			Steilacoom Historical School District No. 1
		Grants Pass Irrigation District			Steptoe School District No. 304
		Green Sanitary District			Stevenson-Carson School District No. 303
		Hahlen Road Special District			Sultan School District No. 311
		Halsey-Shedd Rural Fire Protection District			Summit Valley School District 202
		Hamlet Rural Fire Protection District			Summer School District No. 320
		Harbor Sanitary District			Sunnyside School District No. 201
		Harbor Water Public Utility District			Tacoma School District No. 10
		Harney District Hospital			Taholah School District No. 77
		Harney Soil and Water Conservation District			Tahoma School District No. 409
		Harriman Rural Fire Protection District			Tekoa School District No. 265
		Hazeldell Rural Fire Protection District			Tenino School District No. 402
		Hebo Joint Water and Sewer Authority			Thorp School District No. 400
		Heceta Water District			Toledo School District No. 237
		Hermiston Cemetery District			Tonasnot School District
		Hermiston Fire and Emergency Services District			Toppenish School District No. 202
		Hermiston Irrigation District			Touchet School District No. 300
		Hood River County Library District			Toulie Lake School District No. 130
		Hood River County Transportation District			Trout Lake School District No. R-400
		Hood River Valley Parks and Recreation District			Tukwila School District No. 406
		Hoodland Fire District No. 74			Tumwater School District No. 33
		Hubbard Rural Fire Protection District			Union Gap School District No. 2
		Ice Fountain Water District			University Place School District No. 83
		Illinois Valley Rural Fire Protection District			Valley School District
		Ione Rural Fire Protection District			Valley School District No. 70
		Irrigon Community Park and Recreation Maintenance District			Vancouver School District No. 37
		Jackson County Airport Authority			Vashon Island School District No. 402
		Jackson County Fire District No. 3			Wahkiakum School District No. 200
		Jackson County Fire District No. 5			Wahluke School District No. 73
		Jackson County Housing Authority			Waitsburg School District
		Jackson County Library District			Walla Walla School District No. 140
		Jackson County Vector Control District			Wapato School District No. 207
		Jackson Soil and Water Conservation District			Warden School District No. 146-161
		Jefferson Rural Fire Protection District			Washington Schools Risk Management Pool
		John Day/Canyon City Parks and Recreation District			Washington State Educational Service District
		Junction City Rural Fire Protection District			Washougal School District
		Juniper Flat Rural Fire Protection District			Washtucna School District
		Keating Soil and Water Conservation District			Waterville School District No. 209
		Keizer Rural Fire Protection District			Wellpinit School District
		Keno Fire Protection District			Wenatchee School District No. 246
		Kernville-Gleneden Beach-Lincoln Beach Water District			West Valley School District No. 208, Yakima County

Idaho	Oregon	South Carolina	Utah	Washington	
	Klamath County Fire District No. 1 Klamath County Library Service District Klamath Housing Authority Klamath Irrigation District Klamath Vector Control District La Grande Rural Fire Protection District La Pine Park and Recreation District La Pine Rural Fire Protection District La Pine Water District Lake District Hospital Lake Grove Water District Lakeside Fire District No. 4 Lane County Fire District No. 1 Lane Library District Lane Transit District Langlois Water District LaPine Special Sewer District Lebanon Aquatic District Lebanon Fire District Lewis and Clark Rural Fire Protection District Libby Drainage District Linn Benton Housing Authority Lookingglass Rural Fire District Lorane Rural Fire Protection District Lowell Rural Fire Protection District Lower Umpqua Hospital District Lusted Water District Madras Aquatic Center District Malheur County Housing Authority Malin Rural Fire Protection District Mapleton Water District Marion County Fire District No. 1 Marion Soil and Water Conservation District Medford Irrigation District Merrill Rural Fire Protection District Mid-County Cemetery Maintenance District Middle Fork Irrigation District Miles Crossing Sanitary Sewer District Mill City Rural Fire Protection District Milton-Freewater Water Control District Mist-Birkenfeld Rural Fire Protection District Mohawk Valley Rural Fire District Molalla River Improvement District Molalla Rural Fire Protection District No. 73 Monroe Rural Fire Protection District Morrow County Health District Mountain View Hospital District Mt. Angel Fire District Multnomah County Drainage District No. 1 Multnomah County Rural Fire Protection District No. 10 Multnomah County Rural Fire Protection District No. 14 Nesika Beach-Ophir Water District Neskowin Regional Sanitary Authority Neskowin Regional Water District Nestucca Rural Fire Protection District Netarts Oceanside Sanitary District Netarts-Oceanside Rural Fire Protection District North Bay Rural Protection Fire District North Bend City/Cooz-Curry Housing Authority North Central Public Health District North Clackamas Parks and Recreation District North County Recreation District North Gilliam Cemetery District North Gilliam County Rural Fire Protection District North Lincoln Fire and Rescue District No. 1 North Powder Rural Fire Protection District North Sherman County Rural Fire Protection District North Unit Irrigation District Northeast Oregon Housing Authority Northern Wasco County Park and Recreation District Northern Wasco County People's Utility District Northwest Oregon Housing Authority Nyssa Road Assessment District No. 2 Nyssa Rural Fire Protection District Oak Hill Sanitary District Oak Lodge Sanitary District Oak Lodge Water District Oceanside Water District Ochoco West Sanitary District Odell Sanitary District Ontario Library District Oregon Fire Districts Association Oregon Infrastructure Finance Authority Oregon Trail Library District Oregon Water Wonderland Unit II Sanitary District Owyhee Irrigation District Pacific City Joint Water Sanitary Authority Pacific Communities Health District Palatine Hill Water District Peninsula Drainage District No. 1 Peninsula Drainage District No. 2 Pilot Rock Fire Protection District Pine Grove Rural Fire Protection District Pleasant Hill Rural Fire Protection District		West Valley School District No. 363, Spokane County White Pass School District No. 303 White River School District No. 416 White Salmon Valley School District No. 405-17 Wilbur School District No. 200 Willapa Valley School District No. 160 Wilson Creek School District Winlock School District No. 232 Wishkah Valley School District No. 117 Woodland School District No. 404 Yakima School District No. 7 Yelm Community School District No. 2 Zillah School District No. 205		Special District Acme Water District No. 18 Adams County Fire Protection District No. 1 Adams County Mosquito Control District Aeneas Lake Irrigation District Alderwood Water and Wastewater District Alpine Water District Anacortes Housing Authority Annapolis Water District Asotin County Cemetery District No. 1 Asotin County Conservation District Asotin County Fire District No. 1 Asotin County Housing Authority Asotin County Public Utility District No. 1 Badger Mountain Irrigation District Bainbridge Island Metropolitan Park and Recreation District Basin City Water/Sewer District Bayview Beach Water District Beacon Hill Water and Sewer District Beehive Irrigation District Belfair Water District No. 1 Bellevue Convention Center Authority Bellingham Housing Authority Bellingham Public Development Authority Benton County Diking District No. 1 Benton County Fire Protection District No. 1 Benton County Fire Protection District No. 2 Benton County Fire Protection District No. 4 Benton County Fire Protection District No. 5 Benton County Fire Protection District No. 6 Benton County Mosquito Control District Benton County Public Utility District No. 1 Benton Irrigation District Benton-Franklin Health District Beverly Water District Birch Bay Water and Sewer District Black Diamond Water District Bremerton Housing Authority Buckhannon-Upshur County Airport Authority Burbank Irrigation District No. 4 Carnhope Irrigation District No. 7 Cascadia Conservation District Cedar River Water and Sewer District Central Klickitat County Park and Recreation District Central Pierce Fire and Rescue District No. 6 Central Puget Sound Regional Transit Authority Central Valley Ambulance Authority Chelan County Fire District No. 1 Chelan County Fire District No. 3 Chelan County Fire District No. 5 Chelan County Fire District No. 6 Chelan County Fire District No. 7 Chelan County Fire District No. 8 Chelan County Fire District No. 9 Chelan County Public Hospital District No. 1 Chelan County Public Utility District No. 1 Chelan County/Wenatchee Housing Authority Chelan-Douglas Health District Chinook Water District Chuckanut Community Forest Park District Clallam Conservation District Clallam County Fire District No. 2 Clallam County Fire District No. 5 Clallam County Fire District No. 6 Clallam County Fire Protection District No. 1 Clallam County Fire Protection District No. 3 Clallam County Fire Protection District No. 4 Clallam County Hospital District No. 1 Clallam County Housing Authority Clallam County Parks and Recreation District No. 1 Clallam County Public Hospital District No. 2 Clallam County Public Utility District No. 1 Clark County Fire District No. 10 Clark County Fire District No. 11 Clark County Fire District No. 13 Clark County Fire District No. 5 Clark County Fire Protection District No. 3 Clark County Fire Protection District No. 6 Clark County Public Utility District No. 1 Clark Regional Wastewater District Cline Irrigation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pleasant Home Water District Polk County Fire District No- 1 Polk County Housing Authority Polk Soil and Water Conservation District Portland Metropolitan Area Water District Public Procurement Authority Rainbow Water District Raleigh Water District Redmond Area Park and Recreation District Riddle Rural Fire District River Forest Acres Special Road District River Road Park and Recreation District Rivergrove Water District Roads End Sanitary District Roberts Creek Water District Rockwood Water People's Utility District Rogue River Cemetary Maintenance District Rogue Valley Transportation District Roseburg Urban Sanitary Authority Sable Drive Road District Salem Area Mass Transit District Salem Housing Authority Salem-Keizer Transit District Santa Clara Rural Fire Protection District Santiam Water Control District Scappoose Rural Fire District Scio Rural Fire District Scottsburg Rural Fire District Seal Rock Fire District Seal Rock Water District Shangi-La Water District Shasta View Irrigation District Siletz Rural Fire Protection District Silvertown Fire District Sisters-Camp Sherman Rural Fire Protection District Siuslaw Public Library District South Clackamas Transportation District South Suburban Sanitary District Southern Curry Cemetary Maintenance District Southwest Lincoln County Water District Spring River Special Road District Springfield Utility District Stanfield Fire District No. 7-402 Stayton Fire District Suburban East Salem Water District Sunrise Water Authority Sunset Empire Transportation District Swalley Irrigation District Sweet Home Fire and Ambulance District Talent Irrigation District Terrebonne Domestic Water District Three Sisters Irrigation District Tillamook County Transportation District Tillamook People's Utility District Tiller Rural Fire District Toledo Rural Fire Protection District Tri City Rural Fire District No. 4 Tri City Water District Tri-City Service District Tri-County Metropolitan Transportation District Tualatan Hills Park and Recreation District Tualatin Hills Park and Recreation District Tualatin Valley Irrigation District Tualatin Valley Water District Tumalo Irrigation District Twin Rocks Sanitary District Umatilla County Housing Authority Umatilla Hospital District Umatilla Land Redevelopment Authority Umatilla Morrow Radio and Data District Umatilla Reservation Housing Authority Umatilla Rural Fire Protection District Union Cemetary District Vale Oregon Irrigation District Valley View Water District Vandevert Acres Special Road District Vineyard Mountain Water and Improvement District Walla Walla River Irrigation District Wallowa County Health Care District Wamic Water and Sanitary Authority Warm Springs Housing Authority Wasco County Soil and Water Conservation District Washington County Fire District No. 2 Washington County Housing Authority Water Wonderland Improvement District Wedderburn Sanitary District West Slope Water District West Valley Housing Authority Western Lane Ambulance District Westport Wauna Rural Fire Protection District Westwood Hills Road District Wiard Memorial Park District Wickiup Water District Willamalane Park and Recreation District		Clinton Water District Clinton Water District Coal Creek Utility District Columbia Conservation District Columbia County Fire District No. 3 Columbia County Public Hospital District No. 1 Columbia County Rural Library District Columbia Irrigation District Columbia Valley Water District Colville Indian Housing Authority Consolidated Irrigation District No. 14 Covington Water District Coviche Sewer District Cowlitz County Cemetery District No. 2 Cowlitz County Fire District No. 6 Cowlitz County Public Utility District No. 1 Cowlitz Transit Authority Cross Valley Water District Dallesport Water District Douglas County Fire District No. 2 Douglas County Fire Protection District No. 5 Douglas County Public Utility District No. 1 Douglas County Sewer District No. 1 Douglas-Okanogan County Fire District No. 15 East Columbia Basin Irrigation District East Gig Harbor Water District East Lewis County Public Development Authority East Pierce Fire and Rescue District No. 22 East Spokane Water District No. 1 East Wenatchee Water District Eastmont Metropolitan Park District Eastsound Sewer and Water District Edmonds Public Facilities District Ellensburg Business Development Authority Enterprise Cemetery District No. 7 Entiat Irrigation District Everett Housing Authority Everett Public Facilities District Evergreen Water-Sewer District No. 19 Fall City Water District Ferry County Public Utility District No. 1 Ferry/Okanogan County Fire Protection District No. 13 Fisherman Bay Sewer District Foster Creek Conservation District Four Lakes Water District No. 10 Franklin Conservation District Franklin County Cemetery District No. 2 Franklin County Fire District No. 1 Franklin County Fire Protection District No. 3 Franklin County Irrigation District No. 1 Franklin County Public Utility District No. 1 Freeland Water and Sewer District Ft. Worden Public Development Authority Gardena Farms Irrigation District No. 13 Goforth Special Utility District Grand Coulee Project Hydroelectric Authority Grandview Irrigation District Grant County Airport District No. 1 Grant County Fire District No. 10 Grant County Fire District No. 11 Grant County Fire District No. 3 Grant County Fire District No. 4 Grant County Fire District No. 7 Grant County Fire Protection District No. 5 Grant County Housing Authority Grant County Mosquito Control District No. 1 Grant County Mosquito District No. 2 Grant County Port District No. 4 Grant County Port District No. 6 Grant County Port District No. 7 Grant County Public Hospital District No. 1 Grant County Public Hospital District No. 2 Grant County Public Hospital District No. 3 Grant County Public Hospital District No. 4 Grant County Public Utility District No. 2 Grant Transit Authority Grays Harbor Conservation District Grays Harbor County Fire Protection District No. 1 Grays Harbor County Fire Protection District No. 12 Grays Harbor County Fire Protection District No. 14 Grays Harbor County Fire Protection District No. 2 Grays Harbor County Fire Protection District No. 7 Grays Harbor County Housing Authority Grays Harbor County Water District No. 1 Grays Harbor County Water District No. 2 Grays Harbor Drainage District No. 1 Grays Harbor Fire District No. 10 Grays Harbor Historical Seaport Authority Grays Harbor Public Utility District No. 1 Grays Harbor Transportation Authority Greater Wenatchee Irrigation District Greater Wenatchee Regional Events Center Public Facilities District Green Tank Irrigation District No. 11 Hartstene Pointe Water-Sewer District Highland Water District	

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Williams Rural Fire Protection District Willow Creek Park District Winchester Bay Sanitary District Winston-Dillard Fire District Winston-Dillard Water District Woodburn Rural Fire Protection District Yamhill County Housing Authority Yamhill Fire Protection District Youngs River-Lewis and Clark Water District State Oregon Department of Administrative Services Oregon Department of Revenue Oregon Health Licensing Agency Oregon Higher Education Coordinating Commission Oregon Secretary of State Oregon State Board of Nursing State of Oregon Tribal Burns Paiute Tribe Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians Confederated Tribes of Grand Ronde Community Confederated Tribes of Siletz Indians Confederated Tribes of the Umatilla Indian Reservation Confederated Tribes of the Warm Springs Coquille Indian Tribe Klamath Tribes			Highlands Sewer District Highline Water District Historic Seattle Preservation and Development Authority Holmes Harbor Sewer District Hunters Water District Hydro Irrigation District No. 9 Icicle Irrigation District Inchellum Water District Irvin Water District No. 6 Island County Fire District No. 3 Island County Fire Protection District No. 1 Island County Housing Authority Jefferson County Conservation District Jefferson County Fire District No. 5 Jefferson County Fire Protection District No. 1 Jefferson County Fire Protection District No. 3 Jefferson County Public Utility District No. 1 Jefferson County Water District No. 3 Jefferson Transit Authority Juniper Beach Water District Kapowsin Water District Kelso Housing Authority Kennewick Housing Authority Kennewick Irrigation District Kennewick Public Facilities District Kennewick Public Hospital District Kent Fire Department Regional Fire Authority Key Peninsula Metro Parks District King County Airport District No. 1 King County Ferry District King County Fire Protection District No. 16 King County Fire Protection District No. 2 King County Fire Protection District No. 20 King County Fire Protection District No. 25 King County Fire Protection District No. 27 King County Fire Protection District No. 28 King County Fire Protection District No. 34 King County Fire Protection District No. 37 King County Fire Protection District No. 40 King County Fire Protection District No. 43 King County Fire Protection District No. 44 King County Fire Protection District No. 45 King County Fire Protection District No. 47 King County Fire Protection District No. 50 King County Flood Control District King County Hospital District No. 4 King County Housing Authority King County Public Hospital District No. 1 King County Public Hospital District No. 2 King County Water District No. 1 King County Water District No. 111 King County Water District No. 117 King County Water District No. 119 King County Water District No. 125 King County Water District No. 19 King County Water District No. 20 King County Water District No. 45 King County Water District No. 49 King County Water District No. 54 King County Water District No. 90 Kitsap Conservation District Kitsap County Consolidated Housing Authority Kitsap County Fire District No. 18 Kitsap County Public Utility District No. 1 Kitsap County Rural Library District Kitsap Public Health District Kittitas County Conservation District Kittitas County Fire District No. 2 Kittitas County Fire Protection District No. 7 Kittitas County Hospital District No. 2 Kittitas County Housing Authority Kittitas County Public Utility District No. 1 Kittitas County Water District No. 5 Kittitas County Water District No. 6 Kittitas County Water District No. 7 Klickitat County Fire District No. 14 Klickitat County Fire District No. 15 Klickitat County Fire District No. 1 Klickitat County Fire Protection District No. 4 Klickitat County Fire Protection District No. 5 Klickitat County Port District No. 1 Klickitat County Public Hospital District No. 1 Klickitat County Public Hospital District No. 2 Klickitat County Public Utility District No. 1 Lacey Fire District 3 Lake Chelan Reclamation District Lake Chelan Sewer District Lake Forest Park Water District Lake Stevens Sewer District Lake Wenatchee Water District Lake Whatcom Water and Sewer District Lakehaven Utility District Lakewood Water District Lenora Water and Sewer District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Lewis County Conservation District Lewis County Fire District No. 1 Lewis County Fire District No. 11 Lewis County Fire District No. 13 Lewis County Fire District No. 18 Lewis County Fire District No. 9 Lewis County Fire Protection District No. 14 Lewis County Fire Protection District No. 16 Lewis County Fire Protection District No. 2 Lewis County Fire Protection District No. 5 Lewis County Fire Protection District No. 6 Lewis County Fire Protection District No. 8 Lewis County Hospital District No. 1 Lewis County Public Facilities District Lewis County Public Utility District No. 1 Lewis County Water District No. 1 Lewis County Water District No. 3 Lewis Public Transportation Benefit Area Authority Liberty Lake Sewer and Water District Lincoln County Fire District No. 1 Lincoln County Fire District No. 4 Lincoln County Fire Protection District No. 5 Lincoln County Fire Protection District No. 6 Lincoln County Fire Protection District No. 8 Lincoln County Hospital District No. 3 Lincoln-Adams County Fire Protection District No. 3 Longview Housing Authority Lopez Island Library District Lower Elwha Housing Authority Lower Squilchuck Irrigation District Lummi Housing Authority Lummi Tribal Sewer and Water District Makah Housing Authority Malaga Water District Manchester Water District Manson Park and Recreation District Marshland Flood Control District Marysville Fire District Mason Conservation District Mason County Fire District No. 13 Mason County Fire District No. 17 Mason County Fire District No. 2 Mason County Fire District No. 4 Mason County Fire Protection District No. 5 Mason County Fire Protection District No. 8 Mason County Housing Authority Mason County Public Hospital District No. 1 Mason County Public Utility District No. 1 Mason County Public Utility District No. 3 Mason County Transit Authority Methow Valley Irrigation District Mid-Columbia Library District Midway Sewer District Moab Irrigation District No. 20 Moses Lake Irrigation and Rehabilitation District Mukilteo Water and Wastewater District Naches-Selah Irrigation District North Beach Water District North Central Washington Economic Development District North City Water District North County Regional Fire Authority North Highline Fire District North Perry Avenue Water District North Whidbey Park and Recreation District Northeast Sammamish Sewer and Water District Northshore Utility District Northwest Park and Recreation District No. 2 Okanogan Conservation District Okanogan County Cemetery District No. 4 Okanogan County Fire District No. 6 Okanogan County Fire Protection District No. 11 Okanogan County Housing Authority Okanogan County Public Hospital District No. 3 Okanogan County Public Hospital District No. 4 Okanogan County Public Utility District No. 1 Okanogan Fire Protection District No. 16 Okanogan Irrigation District Olympic View Water and Sewer District Olympus Terrace Sewer District Orcas Island Library District Orchard Avenue Irrigation District No. 6 Oroville Housing Authority Oroville-Tonasket Irrigation District Othello Housing Authority Pacific Conservation District Pacific County Fire District No. 2 Pacific County Fire Protection District No. 1 Pacific County Fire Protection District No. 3 Pacific County Public Healthcare Services District No. 3 Pacific County Public Utility District No. 2 Pacific Hospital Preservation and Development Authority Palouse Conservation District Pasco/Franklin County Housing Authority Pend Oreille County Fire District No. 2

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pend Oreille County Fire District No. 4 Pend Oreille County Fire District No. 5 Pend Oreille County Library District Pend Oreille County Public Hospital District No. 1 Pend Oreille County Public Utility District No. 1 Peninsula Housing Authority Peninsula Metropolitan Park District Peshastin Irrigation District Peshastin Water District Pierce Conservation District Pierce County Fire District No. 13 Pierce County Fire District No. 16 Pierce County Fire District No. 18 Pierce County Fire District No. 23 Pierce County Fire District No. 27 Pierce County Fire District No. 3 Pierce County Fire District No. 5 Pierce County Fire District No. 8 Pierce County Fire Protection District No. 14 Pierce County Fire Protection District No. 2 Pierce County Fire Protection District No. 21 Pierce County Housing Authority Pike Place Market Preservation and Development Authority Point Roberts Water District No. 4 Ponderay Shores Water and Sewer District Port Ludlow Drainage District Prescott Joint Parks and Recreation District Prosser Fire District No. 3 Prosser Public Hospital District Public Hospital District No. 1 Public Hospital District No. 3 Public Utility District No-1 Puyallup Tribal Health Authority Quileute Housing Authority Quinalt Housing Authority Quincy-Columbia Basin Irrigation District Renton Housing Authority Richland Housing Authority Richland Public Facilities District Ronald Wastewater District Roza Irrigation District Sacheen Lake Sewer and Water District Sammamish Plateau Water and Sewer District San Juan Island Library District Saratoga Water District Scatchet Head Water District Seattle Chinatown International District Preservation and Development Author Seattle Housing Authority Seattle Southside Regional Tourism Authority Selah-Moxee Irrigation District Si View Metropolitan Park District Silver Lake Flood Control District Silver Lake Water And Sewer District Silverdale Water District Skagit Conservation District Skagit County Cemetery District No. 2 Skagit County Fire District No. 10 Skagit County Fire District No. 11 Skagit County Fire District No. 15 Skagit County Fire District No. 9 Skagit County Fire Protection District No. 13 Skagit County Fire Protection District No. 14 Skagit County Fire Protection District No. 2 Skagit County Fire Protection District No. 3 Skagit County Fire Protection District No. 4 Skagit County Fire Protection District No. 5 Skagit County Fire Protection District No. 8 Skagit County Housing Authority Skagit County Public Hospital District No. 1 Skagit County Public Hospital District No. 2 Skagit County Public Hospital District No. 304 Skagit County Public Utility District No. 1 Skagit County Sewer District No. 1 Skagit County Sewer District No. 2 Skagit Valley Public Hospital District No. 1 Skamania County Fire District No. 1 Skamania County Fire District No. 4 Skamania County Public Hospital District No. 1 Skamania County Public Utility District No. 1 Skamokawa Water and Sewer District Skyway Water and Sewer District Snohomish County Fire District No. 15 Snohomish County Fire District No. 16 Snohomish County Fire District No. 19 Snohomish County Fire District No. 26 Snohomish County Fire District No. 5 Snohomish County Fire Protection District No. 1 Snohomish County Fire Protection District No. 17 Snohomish County Fire Protection District No. 21 Snohomish County Fire Protection District No. 22 Snohomish County Fire Protection District No. 25 Snohomish County Fire Protection District No. 28 Snohomish County Fire Protection District No. 3 Snohomish County Fire Protection District No. 7

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Snohomish County Housing Authority Snohomish County Public Hospital District No. 1 Snohomish County Public Hospital District No. 2 Snohomish County Public Utility District No. 1 Snohomish Health District Snohomish River Regional Water Authority Snoqualmie Valley Hospital District South Columbia Basin Irrigation District South Correctional Entity Public Development Authority South Naches Irrigation District South Whatcom Fire Authority South Whidbey Parks and Recreation District South Yakima Conservation District Southwest Suburban Sewer District Spokane Conservation District Spokane County Fire District No. 12 Spokane County Fire District No. 2 Spokane County Fire District No. 4 Spokane County Fire Protection District No. 10 Spokane County Fire Protection District No. 11 Spokane County Fire Protection District No. 13 Spokane County Fire Protection District No. 3 Spokane County Fire Protection District No. 5 Spokane County Fire Protection District No. 8 Spokane County Fire Protection District No. 9 Spokane County Library District Spokane County Water District No. 3 Spokane Housing Authority Spokane Indian Housing Authority Spokane Public Facilities District Spokane Regional Health District Spokane Transit Authority Startup Water District Steptoe Sewer District No. 1 Stevens County Fire District No. 2 Stevens County Fire District No. 6 Stevens County Fire Protection District No. 1 Stevens County Fire Protection District No. 10 Stevens County Fire Protection District No. 12 Stevens County Fire Protection District No. 5 Stevens County Public Utility District No. 1 Stevens County Rural Library District Stevens Pass Sewer District Sun Harbor Water District No. 3 Sunnyside Housing Authority Sunnyside Valley Irrigation District Sunnyslope Water District Swinomish Housing Authority Tacoma Community Redevelopment Authority Tacoma Housing Authority Tacoma Metropolitan Park District Terrace Heights Sewer District Thea Foss Waterway Development Authority Three Rivers Regional Wastewater Authority Thurston Conservation District Thurston County Fire District No. 12 Thurston County Fire District No. 4 Thurston County Fire District No. 9 Thurston County Fire Protection District No. 3 Thurston County Fire Protection District No. 5 Thurston County Fire Protection District No. 6 Thurston County Fire Protection District No. 8 Thurston County Housing Authority Thurston County Public Utility District No. 1 Tri-County Economic Development District Tukwila Metropolitan Park District Underwood Conservation District Union Gap Irrigation District Val Vue Sewer District Valley Regional Fire Authority Valley View Sewer District Valley Water District Vancouver Housing Authority Vashon Park District Wahkiakum County Public Utility District No. 1 Wahkiakum Fire Protection District No. 1 Wahkiakum Port District No. 1 Walla Walla County Fire Protection District No. 1 Walla Walla County Fire Protection District No. 3 Walla Walla County Fire Protection District No. 4 Walla Walla County Fire Protection District No. 5 Walla Walla County Fire Protection District No. 8 Walla Walla County Rural Library District Walla Walla Housing Authority Wallula Water District No. 1 Washington State Convention Center Public Facilities District Washington State Major League Baseball Stadium Public Facilities District Washington State Tobacco Settlement Authority Water District 19 Wells Ranch Irrigation District Wenatchee Reclamation District Wenatchee-Chiwawa Irrigation District West Sound Utility District Whatcom Conservation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Whatcom County Fire District No. 1 Whatcom County Fire District No. 11 Whatcom County Fire District No. 14 Whatcom County Fire District No. 16 Whatcom County Fire District No. 17 Whatcom County Fire District No. 4 Whatcom County Fire District No. 5 Whatcom County Fire District No. 7 Whatcom County Fire District No. 8 Whatcom County Public Utility District No. 1 Whatcom County Water District No. 12 Whatcom County Water District No. 13 Whatcom County Water District No. 2 Whatcom County Water District No. 7 Whatcom Transportation Authority Whidbey Island Public Hospital District Whitestone Reclamation District Whitman County Fire District No. 11 Whitman County Fire Protection District No. 12 Whitman County Fire Protection District No. 14 Whitman County Fire Protection District No. 7 Whitman County Public Hospital District No. 3 Whitman County Rural Library District Whitworth Water District No. 2 Willapa Valley Water District William Shore Memorial Pool District Williams Lake Sewer District No. 2 Wine Science Center Development Authority Wollochet Harbor Sewer District Woodinville Water District Yakima County Fire District No. 1 Yakima County Fire District No. 3 Yakima County Fire District No. 4 Yakima County Fire District No. 5 Yakima County Fire District No. 6 Yakima County Fire Protection District No. 12 Yakima County Fire Protection District No. 14 Yakima County Mosquito Control District Yakima Housing Authority Yakima Regional Clean Air Authority Yakima Rural County Library District Yakima-Tieton Irrigation District
					State North Seattle Community College Seattle Colleges State Of Washington Washington State Department of Enterprise Services Washington State Department of Health Washington State Department of Social and Health Services Washington State Health Care Authority
					Tribal Columbia River Inter-Tribal Fish Commission Confederated Tribes of the Chehalis Reservation Confederated Tribes of the Colville Reservation Confederated Tribes of the Yakama Nation Cowlitz Indian Tribe Hoh Indian Tribe Jamestown S'Klallam Tribe Kalispel Tribe of Indians Lower Elwha Klallam Tribe Lummi Indian Nation Makah Tribe Muckleshoot Indian Tribe Nisqually Indian Tribe Nooksack Indian Tribe Port Gamble S'Klallam Tribe Puyallup Tribe of Indians Quileute Indian Tribe Quinault Indian Nation Samish Indian Nation Sauk-Suiattle Indian Tribe Skokomish Indian Tribe Snoqualmie Indian Tribe Spokane Tribe Squaxin Island Tribe Stillaguamish Tribe of Indians Suquamish Tribe Swinomish Indian Tribal Community Tulalip Tribes Upper Skagit Indian Tribe Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

City/Town	Special Districts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Acomack-Norhampton Transportation District	Acomack County Public Schools	Acomack County	Blue Ridge Community College	State of Virginia	
City of Bristol	Albemarle County Service Authority	Albemarle County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	Township of Green, Ross County
City of Buena Vista	Albemarle-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alleghany County	Christopher Newport University	Virginia Department of General Services	
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alexandria County Public Schools	Amelia County	College of William and Mary	Virginia Department of Health	
City of Chesapeake	Appomattox River Water Authority	Amelia County Public Schools	Amherst County	Dabney S. Lancaster Community College	Virginia Department of Health Professions	
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Appomattox County	Danville Community College	Virginia Department of Public Works	
City of Covington	Bedford County Economic Development Authority	Appomattox County Public Schools	Arlington County	Eastern Shore Community College		
City of Danville	Bedford Regional Water Authority	Arlington Public Schools	Augusta County	Eastern Virginia Medical School		
City of Emporia	Big Stone Gap Redevelopment and Housing Authority	Atlantic Shores Christian Schools	Bath County	George Mason University		
City of Fairfax	Blacksburg-Christiansburg-VPI Water Authority	Augusta County Public Schools	Bedford County	Germanna Community College		
City of Falls Church	Blacksburg-Virginia Polytechnic Institute Sanitation Authority	Bath County Public Schools	Bedford County Public Service Authority	J. Sargeant Reynolds Community College		
City of Franklin	Blue Ridge Airport Authority	Bedford County Public Schools	Bland County	James Madison University		
City of Fredericksburg	Blue Ridge Crossroads Economic Development Authority	Bland County Public Schools	Botetourt County	John Tyler Community College		
City of Galax	Blue Ridge Regional Jail Authority	Botetourt County Public Schools	Brunswick County	Longwood University		
City of Hampton	Blue Ridge Soil and Water Conservation District	Bristol Virginia Public Schools	Buchanan County	Lord Fairfax Community College		
City of Harrisonburg	Bristol Redevelopment and Housing Authority	Brunswick County Public Schools	Buchanan County Public Service Authority	Massanutten Technical Center		
City of Hopewell	Brookneal-Campbell County Airport Authority	Buchanan County Schools	Buckingham County	Mountain Empire Community College		
City of Lexington	Brunswick County Industrial Development Authority	Buckingham County Public Schools	Buckingham County Board of Supervisors	New College Institute		
City of Lynchburg	Buchanan County Industrial Development Authority	Buena Vista City Public Schools	Campbell County	New River Community College		
City of Manassas	Buena Vista Public Service Authority	Campbell County Public Schools	Caroline County	Norfolk State University		
City of Manassas Park	Campbell County Utilities and Service Authority	Caroline County Public Schools	Carroll County	Northern Virginia Community College		
City of Martinsville	Carroll County Industrial Development Authority	Carroll County Public Schools	Carroll County Public Service Authority	Old Dominion University		
City of Newport News	Carroll-Grayson-Galax Solid Waste Authority	Charles City County School District	Charles City County	Patrick Henry Community College		
City of Norfolk	Castewood Water and Sewage Authority	Charlottesville Water and Sewerage Authority	Charlottesville County	Paul D. Camp Community College		
City of Norton	Central Shenandoah Planning District Commission	Charlottesville City Schools	Chesterfield County	Piedmont Virginia Community College		
City of Petersburg	Central Virginia Regional Jail Authority	Chesapeake Public Schools	Clarke County	Radford University		
City of Poquoson	Central Virginia Waste Management Authority	Chesterfield County Public Schools	Craig County	Rappahannock Community College		
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Clarke County School District	Culpeper County	Richard Bland College		
City of Radford	Charlottesville-Albemarle Airport Authority	Colonial Beach Schools	Cumberland County	Rowanty Technical Center		
City of Richmond	Chesapeake Airport Authority	Colonial Heights Public Schools	Dickenson County	Southern Virginia Higher Education Center		
City of Roanoke	Chesapeake Bay Bridge and Tunnel District	Copper River School District	Dinwiddie County	Southside Virginia Community College		
City of Salem	Chesapeake Hospital Authority	Covington City Public Schools	Essex County	Southwest Virginia Community College		
City of Staunton	Chesapeake Redevelopment and Housing Authority	Craig County Public Schools	Fairfax County	State Council of Higher Education for Virginia		
City of Suffolk	Coeburn-Norton-Wise Regional Wastewater Authority	Culpeper County Public Schools	Fauquier County	Paul D. Camp Community College		
City of Virginia Beach	Craig-New Castle Solid Waste Authority	Cumberland County Public Schools	Fluvanna County	Tidewater Community College		
City of Waynesboro	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Danville Public Schools	Franklin County	University of Mary Washington		
City of Williamsburg	Culpeper Soil and Water Conservation District	Dickenson County Public Schools	Frederick County	University of Virginia		
City of Winchester	Cumberland Plateau Planning District Commission	Dinwiddie County Public Schools	Giles County	University of Virginia Foundation		
Town of Abingdon	Cumberland Plateau Regional Housing Authority	Fairfax County Public Schools	Gloucester County	University of Virginia Health System		
Town of Alberta	Cumberland Plateau Regional Waste Management Authority	Falls Church City Public Schools	Gloucester County Public Schools	University of Virginia, Wise		
Town of Altavista	Danville Redevelopment and Housing Authority	Fauquier County Public Schools	Goochland County	Virginia College Savings Plan		
Town of Amherst	Danville-Pittsylvania County Regional Industrial Facilities Authority	Floyd County Public Schools	Grayson County	Virginia Commonwealth University		
Town of Appalachia	Dickenson County Industrial Development Authority	Fluvanna County Public Schools	Greene County	Virginia Community College System		
Town of Appomattox	Dickenson County Public Service Authority	Franklin City Schools	Greensville County	Virginia Highlands Community College		
Town of Ashland	Dinwiddie Airport and Industrial Authority	Franklin County Public Schools	Halifax County	Virginia Military Institute		
Town of Bedford	Dinwiddie County Water Authority	Frederick County Public Schools	Hanover County	Virginia Polytechnic Institute and State University		
Town of Berryville	District Three Governmental Cooperative	Fredericksburg City Public Schools	Henrico County	Virginia State University		
Town of Big Stone Gap	Dryden Water Authority	Galax City Public Schools	Henry County	Virginia Western Community College		
Town of Blacksburg	Eastern Shore of Virginia Broadband Authority	Giles County Public Schools	Henry County Public Service Authority	Wytheville Community College		
Town of Bluefield	Essex County Industrial Development Authority	Gloucester County Public Schools	Highland County			
Town of Boones Mill	Fairfax County Economic Development Authority	Goochland County Public Schools	Isle of Wight County			
Town of Bowling Green	Fairfax County Park Authority	Grayson County Public Schools	James City County			
Town of Boyce	Fairfax County Redevelopment and Housing Authority	Greene County Schools	King and Queen County			
Town of Boydton	Fairfax County Water Authority	Greensville County Public Schools	King George County			
Town of Bridgewater	Fauquier County Water and Sanitation Authority	Halifax County Public Schools	King George County Service Authority			
Town of Broadway	Floyd County Economic Development Authority	Hampton City Schools	King William County			
Town of Brodnax	Floyd-Floyd County Public Service Authority	Hanover County Public Schools	Lancaster County			
Town of Brookneal	Franklin Redevelopment and Housing Authority	Harrisonburg City Public Schools	Lee County			
Town of Buchanan	Frederick County Sanitation Authority	Henrico County Public Schools	Loudoun County			
Town of Burkeville	Fredericksburg Stafford Park Authority	Henry County Public Schools	Louisia County			
Town of Cape Charles	Frederick-Winchester Service Authority	Highland County Public Schools	Lunenburg County			
Town of Cedar Bluff	Front Royal-Warren County Economic Development Authority	Hopewell Public Schools	Madison County			
Town of Charlotte Court House	Ft. Monroe Authority	Imagine Schools	Mathews County			
Town of Chase City	Giles County Public Service Authority	Isle of Wight County Schools	Mecklenburg County			
Town of Chatham	Greensville County Water and Sewer Authority	King and Queen County Public Schools	Middlesex County			
Town of Cheriton	Halifax County Industrial Development Authority	King George County Public Schools	Montgomery County			
Town of Chilhowie	Halifax County Service Authority	King William County Public Schools	Nelson County			
Town of Chincoteague	Hampton Redevelopment and Housing Authority	Lancaster County Public School System	New Kent County			
Town of Christiansburg	Hampton Roads Planning District Commission	Lee County Public Schools	Northampton County			
Town of Caremont	Hampton Roads Regional Jail Authority	Lexington City Schools	Northumberland County			
Town of Clarksville	Hampton Roads Sanitation District	Loudoun County Public Schools	Nottoway County			
Town of Clifton	Harrisonburg Redevelopment and Housing Authority	Louisa County Public Schools	Orange County			
Town of Clifton Forge	Harrisonburg-Rockingham Regional Sewer Authority	Lynchburg City Schools	Page County			
Town of Clinchco	Headwaters Soil and Water Conservation District	Madison County Public Schools	Patrick County			
Town of Clintwood	Hopewell Redevelopment and Housing Authority	Manassas City Public Schools	Pittsylvania County			
Town of Coeburn	James River Water Authority	Manassas Park City Schools	Pittsylvania County Service Authority			
Town of Colonial Beach	John Flannagan Water Authority	Martinsville Public Schools	Powhatan County			
Town of Columbia	Joint Public Service Authority	Mathews County School District	Prince Edward County			
Town of Courtland	Lee County Industrial Development Authority	Mecklenburg County Public Schools	Prince George County			
Town of Craigsview	Lee County Public Service Authority	Midlesex County Public Schools	Prince William County			
Town of Crewe	LENOWISCO Planning District Commission	Montgomery County Public Schools	Prince William County Service Authority			
Town of Culpeper	Lord Fairfax Soil and Water Conservation District	Nelson County Public Schools	Pulaski County			
Town of Damascus	Loudoun County Sanitation Authority	New Kent County Schools	Rappahannock County			
Town of Dayton	Louisa County Water Authority	Newport News Public Schools	Richmond County			
Town of Dendron	Lynchburg Redevelopment and Housing Authority	Norfolk Public Schools	Roanoke County			
Town of Dilwyn	Marion Redevelopment and Housing Authority	Northampton County School District	Rockbridge County			
Town of Drakes Branch	Maury Service Authority	Northumberland County Public Schools	Rockbridge County Public Service Authority			
Town of Dublin	Mecklenburg-Brunswick Regional Airport Authority	Norton City Public Schools	Rockingham County			
Town of Dumfries	Meherrin River Regional Jail Authority	Nottoway County Public Schools	Russell County			
Town of Dungsannon	Middle Peninsula Regional Airport Authority	Orange County Public Schools	Scott County			

City/Town

Town of Elkton
 Town of Exmore
 Town of Farmville
 Town of Fincastle
 Town of Floyd
 Town of Fries
 Town of Front Royal
 Town of Gate City
 Town of Glade Spring
 Town of Glasgow
 Town of Glen Lyn
 Town of Gordonsville
 Town of Goshen
 Town of Gretna
 Town of Grottoes
 Town of Halifax
 Town of Hamilton
 Town of Haymarket
 Town of Hayti
 Town of Herndon
 Town of Hillsville
 Town of Honaker
 Town of Hurt
 Town of Independence
 Town of Iron Gate
 Town of Irvington
 Town of Jonesville
 Town of Kenbridge
 Town of Keyville
 Town of Kilmarnock
 Town of La Crosse
 Town of Lawrenceville
 Town of Leesburg
 Town of Louisa
 Town of Lovettsville
 Town of Luray
 Town of Marion
 Town of Middleburg
 Town of Middletown
 Town of Mineral
 Town of Monterey
 Town of Montross
 Town of Mt. Jackson
 Town of Narrows
 Town of New Castle
 Town of New Market
 Town of Nickelsville
 Town of Occoquan
 Town of Onancock
 Town of Orange
 Town of Pamplin City
 Town of Parkley
 Town of Pearisburg
 Town of Pembroke
 Town of Pennington Gap
 Town of Phenix
 Town of Pocahontas
 Town of Pound
 Town of Pulaski
 Town of Purcellville
 Town of Quantico
 Town of Remington
 Town of Rich Creek
 Town of Richlands
 Town of Ridgeway
 Town of Rocky Mount
 Town of Round Hill
 Town of Rural Retreat
 Town of Saltville
 Town of Scottsville
 Town of Shenandoah
 Town of Smithfield
 Town of South Boston
 Town of South Hill
 Town of St. Paul
 Town of Stanley
 Town of Stephens City
 Town of Strasburg
 Town of Stuart
 Town of Tangier
 Town of Tappahannock
 Town of Tazewell
 Town of Timberville
 Town of Troutville
 Town of Urbanna
 Town of Victoria
 Town of Vienna
 Town of Vinton
 Town of Wakefield
 Town of Warrenton
 Town of Warsaw
 Town of Washington
 Town of Waverly
 Town of West Point
 Town of White Stone
 Town of Windsor
 Town of Wise
 Town of Woodstock
 Town of Wytheville

Special Districts

Montgomery County Public Service Authority
 Montgomery Regional Solid Waste Authority
 Mt. Rogers Planning District Commission
 New River Regional Water Authority
 New River Resource Authority
 New River Valley Planning District Commission
 New River Valley Regional Jail Authority
 Newport News Redevelopment and Housing Authority
 Nicholas County Solid Waste Authority
 Norfolk Airport Authority
 Norfolk Economic Development Authority
 Norfolk Redevelopment and Housing Authority
 Northern Neck Planning District Commission
 Northern Virginia Regional Park Authority
 Northern Virginia Transportation Authority
 Northwestern Regional Jail Authority
 NRV Regional Water Authority
 Pamunkey Regional Jail Authority
 Patrick County Economic Development Authority
 Pepper's Ferry Regional Wastewater Treatment Authority
 Petersburg Redevelopment and Housing Authority
 Peumansend Creek Regional Jail Authority
 Piedmont Soil and Water Conservation District
 Planning District One Behavioral Health Services
 Portsmouth Redevelopment and Housing Authority
 Prince William County Park Authority
 Pulaski County Public Service Authority
 Pulaski County Sewerage Authority
 Radford Industrial Development Authority
 Randolph County Water, Sewer and Fire Protection Authority
 Rapidan Service Authority
 Rappahannock Regional Jail Authority
 Rappahannock-Shenandoah-Warren Regional Jail Authority
 Region 2000 Services Authority
 Richmond Behavioral Health Authority
 Richmond Hospital Authority
 Richmond Metropolitan Authority
 Richmond Redevelopment and Housing Authority
 Richmond Regional Planning District Commission
 Rivanna Solid Waste Authority
 Rivanna Water and Sewer Authority
 Riverside Regional Jail Authority
 Roanoke Redevelopment and Housing Authority
 Roanoke River Service Authority
 Roanoke Valley Broadband Authority
 Roanoke Valley Resource Authority
 Robert E. Lee Soil and Water Conservation District
 Rockbridge Area Network Authority
 Rockbridge County Solid Waste Authority
 Russell County Industrial Development Authority
 Russell County Public Service Authority
 Scott County Economic Development Authority
 Scott County Redevelopment and Housing Authority
 Shenandoah Valley Soil and Water Conservation District
 Smyth County Industrial Development Authority
 Smyth Washington Regional Industrial Facilities Authority
 South Central Wastewater Authority
 Southeastern Public Service Authority
 Southside Planning District
 Southside Regional Jail Authority
 Southwest Regional Recreation Authority
 Southwest Virginia Regional Jail Authority
 Suffolk Redevelopment and Housing Authority
 Tappahannock Essex County Airport Authority
 Tazewell County Airport Authority
 Tazewell County Industrial Development Authority
 Tazewell County Public Service Authority
 Tazewell County Public Service Authority
 Thomas Jefferson Planning District Commission
 Thomas Jefferson Soil and Water Conservation District
 Toms Brook-Mauertown Sanitary District
 Upper Occoquan Service Authority
 Valley Municipal Utility District No. 2
 Vint Hill Economic Development Authority
 Virginia Beach Development Authority
 Virginia Commercial Space Flight Authority
 Virginia Highlands Airport Authority
 Virginia Housing Development Authority
 Virginia Peninsulas Public Service Authority
 Virginia Port Authority
 Virginia Resources Authority
 Virginia Tech/Montgomery Regional Airport Authority
 Virginia/Carolina Water Authority
 Virginia's First Regional Industrial Facility Authority
 Washington County Industrial Development Authority
 Washington County Service Authority
 Waynesboro Economic Development Authority
 Waynesboro Redevelopment and Housing Authority
 West Piedmont Planning District
 Western Virginia Water Authority
 Williamsburg Area Transit Authority
 Winchester Regional Airport Authority
 Wined Road Authority
 Wise County Public Service Authority
 Wise County Redevelopment and Housing Authority
 Woodway Water and Sewer Authority
 Wytheville Redevelopment and Housing Authority

Public K-12

Page County Public Schools
 Patrick County Public Schools
 Petersburg City Public Schools
 Pittsylvania County School District
 Poquoson City Public Schools
 Portsmouth Public Schools
 Powhatan County Public Schools
 Prince Edward County Schools
 Prince George County Public Schools
 Prince William County Schools
 Pulaski County Public Schools
 Radford City Schools
 Rappahannock County Public Schools
 Richmond City Public Schools
 Richmond County Public Schools
 Roanoke City Public Schools
 Roanoke County Public Schools
 Rockbridge County Schools
 Rockingham County Public Schools
 Russell County Public Schools
 Salem City Schools
 Scott County Public Schools
 Shenandoah County Public Schools
 Smyth County Public Schools
 Southampton County Public Schools
 Spotsylvania County Public Schools
 Stafford County Public Schools
 Staunton City Schools
 Suffolk Public Schools
 Surry County Public Schools
 Sussex County Public Schools
 Tazewell County Public Schools
 Virginia Beach City Public Schools
 Warren County Public Schools
 Washington County School District
 Waynesboro Public Schools
 West Point Public Schools
 Westmoreland County Public Schools
 Williamsburg-James City County Public Schools
 Winchester Public Schools
 Wise County Public Schools
 Wythe County Public Schools
 York County Public Schools

County

Scott County Public Service Authority
 Shenandoah County
 Smyth County
 Southampton County
 Spotsylvania County
 Stafford County
 Surry County
 Sussex County
 Tazewell County
 Tri-County Lake Administrative Commission
 Warren County
 Washington County
 Westmoreland County
 Wise County
 Wythe County
 York County

Public Higher Education**State****Townships**



ADDENDUM ONE (1)

To that certain

NJPA RFP #122017

Issued by

National Joint Powers Alliance®

For the procurement of

**SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES
AND SUPPLIES**

Consider the following to be part of the above-titled RFP: Question and Answer.

QUESTION: Are sewer pipeline inspection cameras within the scope?

ANSWER: Yes, as equipment or an accessory used in the cleaning of sewer lines, sewer pipeline inspection cameras are within the scope of this RFP. |

Acknowledgment of Addendum One (1) to RFP 122017 emailed on December 7, 2017.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.


**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Sewer Equipment Co. of America

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature:  Date: 12/15/17

NJPA's clarification on exceptions listed above:

No exceptions taken.

Review and Approved:  2/6/18
NJPA Legal Department

Contract Award
RFP #122017

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED
ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Sewer Equipment Company of America Date: 12/13/17

Company Address: 1590 Dutch Rd

City: Dixon State: IL Zip: 61021

CAGE Code/Duns & Bradstreet Number: GLENVIEW-64138

Contact Person: Shawn Bondele Title: Inside Sales Manager

Authorized Signature:  Shawn Bondele
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 122017-SCA

Proposer's full legal name: Sewer Equipment Company of America

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-SCA

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Sewer Equipment Co. of America

Authorized Signatory's Title Inside Sales Manager



VENDOR AUTHORIZED SIGNATURE

Shawn Bordele

(NAME PRINTED OR TYPED)

Executed on 2/20, 2018

NJPA Contract # 122017-SCA

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Sewer Equipment Co. of America

Address: 1590 Dutch Rd

City/State/Zip: Dixon, IL 61021

Telephone Number: 815-835-5623

E-mail Address: Shawnbordele@sewerequipment.com

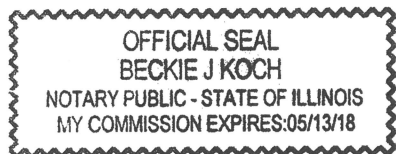
Authorized Signature: Shawn Bordele

Authorized Name (printed): Shawn Bordele

Title: Inside Sales Manager

Date: 12/15/17

Notarized



Subscribed and sworn to before me this 15th day of December, 20 17

Notary Public in and for the County of Carroll State of Illinois

My commission expires: 05/13/2018

Signature: Beckie J. Koch



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Sewer Equipment Company of America

Questionnaire completed by: Tom Hochmuth

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? Net 30
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?. See supporting document: **20 Rental**
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Sewer Equipment Company handles all contract administration and order entry functions with NJPA. Our dealer network is a very important part of this proposal, as they present the NJPA opportunity to end user customers. They accept purchase orders from their end user customers as they customarily would with any order, and in turn enter a dealer purchase order with Sewer Equipment Company. The end user purchase order must be submitted to us along with the distributor PO in order to confirm the proper NJPA admin fee. All of our dealers are a part of the network, and will provide a list of said dealers to NJPA if necessary.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Not at this time

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

See supporting documents: 21a and 21c

- Do your warranties cover all products, parts, and labor? Standard wear items are excluded as detailed in the attached warranty statements.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? Big equipment has a 12 month/2000hr limit. The hour limits intent is to protect us from extreme usage by contractors, and no municipal claim has ever been excluded due to excess hours.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? Sewer Equipment covers 3 hours of travel time with the idea that our distributors typically combine warranty service trips with other business. Distributors absorb additional costs. In summary, municipal customers do not see charges for warranty repairs.
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

As previously stated, our equipment is simple and non-proprietary in nature. It is not unusual for us to issue warranty reimbursement directly to a city that uses their own technicians for a repair or to partner with a local third party repair shop of the city's choosing.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? Yes we do. The exception is auxiliary engines and chassis from manufacturers such as Caterpillar, Ford, Freightliner, Kenworth, etc which are serviced by their respective, local warranty centers. We are available to facilitate claims with these third parties if the customer desires our assistance. Also, we do recognize warranties that exceed ours on items such as Caterpillar engines that are covered for 2yrs/2000hrs.
 - What are your proposed exchange and return programs and policies? No exchange or restocking charges will be applied on parts and nozzles purchased on the contract. The customer is responsible for return freight assuming the situation was not precipitated by a Sewer Equipment error.
- 6) Describe any service contract options for the items included in your proposal. We do offer on site service contracts that can cover both our module and the chassis if a customer desires. A typical package on a combination truck would include a quarterly visit from our mobile service tech (more often or less frequently as dictated by expected usage in hours). The package includes all fluids, filters, adjustments, and wear items. We also treat this as an opportunity to offer hands on training to customer fleet departments that wish to transition the service in-house. These packages are highly variable based on chassis, option content, and usage rate differences and are thus priced on a case by case basis. These package would carry our normal big equipment NJPA discount rate.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering all of the products from our 3 brands; Sewer Equipment Company of America. Mongoose, and RamVac. Combination jet/vacs, enclosed and heated jet trucks, open style jet trucks, and jet trailers used for high pressure water cleaning of Sewers. Our complete line of proprietary nozzles compliment these jet systems. All replacement parts and accessories will also be available. Rodder trucks and trailers offer a means of cleaning roots and other debris from sewers in a water free manner. Sewer rodders are also popular in areas with extreme geography where jet technologies are unable to climb steep hills. Bucket machines are another mechanical (waterless) means of cleaning sewer pipes, particularly those that are heavily laden with sediment. Our vacuum trailers can be used in conjunction with an existing jet truck to offer the same benefits and performance as a combination jet vac trucks. Easement machines allow combination and jet truck users to more easily access remote manholes for cleaning activities. A complete line of trailer and truck mounted Hydro Excavators from 3 yard to 15 yard capacity is also offered.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) Our pricing is very simply a discount off of MSRP. See attached price pages and answers to #9 for clarification. We do not utilize SCU's; all models are easily identifiable by our model numbering system.
- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- a. All systems/machines that we refer to as big equipment (combination trucks, jetters, rodders, bucket machines, easement machines, & hydro excavators) will be discounted at 3% off of MSRP.
 - b. Nozzles will be discounted at 5% off of MSRP
 - c. Parts and accessories will be discounted at 5% off of MSRP. Due to the sheer number of items, we have

- not included line item pricing, but prices are listed at our web site: sewershop.com
- d. Chassis are passed through to the customer at cost, so a discount will not be offered
 - e. Rental / rent to own payments will carry a 3% discount off of our published prices. The buyout price will be calculated per (a) and (d) above.
 - f. Discount levels above are the minimum that will be used for the contract. Situationally, Sewer Equipment and its distributors may extend additional discounts, which are clearly represented on the quote as an additional manufacturer/distributor discount.

10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer. Distributors will have latitude to offer extended volume discounts as they see fit, but we will not offer a set volume rebate.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

In our business, 90+% of these instances are accounted for by customers wanting a substitute or non-standard option on their truck or trailer

- a. If it is a like substitute in regards to cost and amount of labor, no additional charge is applied, and the substitute is simply noted in the order text
- b. If it is an addition or a non-like substitute in regards to price and labor involved, the following formula is applied. Customer would be given credit for item being substituted. The dollar amount would simply be added to the pricing sheet and the substitute/addition described as needed on the customer order
- c. Formula
 - o Customer price = $(1.75 \times \text{Sewer Equipment cost}) - 3\% \text{ NJPA discount}$
 - o Labor or additional labor = $\$110.00/\text{hr} - 3\% \text{ NJPA discount}$

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. A pre-delivery inspection may be provided at the discretion of the dealer and/or customer, particularly with vehicle that cover long distances for delivery. It is our desire to facilitate the charge for these inspections via a line item that would carry the 3% big equipment discount.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. To keep shipping charges to the customer as low as possible, we provide an estimate at time of order and then invoice the actual amount. Different customers prefer different methods of shipment, so it is impossible to have a blanket rate or policy. Some customers allow the trucks to be driven or trailers to be towed, some want them delivered on a flatbed, and some prefer to pick up. Sewer Equipment Company does make all shipping arrangements unless otherwise requested and prepaids and adds freight to the invoice. All shipments are FOB origin in regards to the transfer of responsibility for shipped goods.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. As with other deliveries, the charges would be passed through to the customer without markup. We recommend that

shipments by sea include a rust inhibiting spray coating that we apply. This varies by size and shape of equipment and is disclosed to the customer during the quote process.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal. N/A
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

The audit/checks and balances procedure is quite simple. All orders from distributors must include our quotation form (pricing sheet) that will assure the product has been properly priced and the proper discount applied. One point person processes all NJPA orders that we receive. That person will maintain a simple spreadsheet on our company hard drive listing distributor, end user customer, gross dollar amount of transaction, and NJPA fee due. When the order is entered, a commission (admin fee) document is submitted to accounting, for recording of the admin fee in our order data base. When we send our quarterly check to NJPA to cover admin fees, the spreadsheet from the order entry department must match the dollar amount shown in our accounting data base.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We will pay a fee to NJPA calculated as 2% of the NJPA sell price on all big equipment, nozzles, parts and accessories.

As chassis are passed through at cost to our customers, we are not offering a discount or an administrative fee on the chassis portion of the sale

We will offer a 2% administrative fee on rental for up to 18 months. If the customer exercises the buyout option during the 18 month period, we will pay a 2% administrative fee on the buyout amount. The total fee that we pay NJPA will be capped at 2% of the total value of the system at inception of the rental (calculated at MSRP-3% NJPA Discount. Described in another way, the maximum fee paid to NJPA will have a cap equal to the fee paid if the customer simply purchased the system outright on a traditional purchase order.

Industry-Specific Questions

- 19) Describe the top three market differentiators of your products/services relative to the industry.

Simplicity: We truly do stand out among the competition, particularly on our larger/higher end products such as our combination truck, truck mounted hydroexcavators, and truck mounted jetters. Nearly every other manufacturer has moved to computer controlled modules that utilize the CANbus communication protocol to piggyback on the chassis computer. Our customers share stories with us every day of the frustration of trying to diagnose and repair a very high tech system that can be upset by something as simple as getting an oil change at a chassis dealer in which the chassis ECU is reflashed or "Upgraded". All of our truck mounted units and trailers utilize a traditional 12 volt wiring architecture that is easily understood by anyone who has an understanding of basic electrical systems. This equates to the most simple and intuitive operator interface in the industry also, increasing safety and eliminating the need for extensive operator and mechanic training. A simple and non proprietary system also increases trade value and eliminates the obsolescence associated with computers and circuit boards. This ideology is represented by our Sewer Equipment Company of America Brand tagline: "Driven by our customers, not our competition" Another saying coined by a new distributor is that you don't need a computer to run a log splitter.

Breadth of product: Sewer Equipment stands alone as the only manufacturer in our market that builds a \$23,000 trailer jet rated at 12 gallons per minute, a \$450,000 15 yard truck mounted hydro-excavator, and everything in between. Because of this, we engage in consultative selling that starts with a dialogue about the customers successes, challenges, desires, budget, and a description of what their needs look like, and then offering an unbiased suggestion of the best solution. It is typical to find that the last 5 salesmen through the door were pushing a \$350,000 solution that exceeded the customers budget and needs because that was all they had to offer, while we could offer a \$150,00-\$200,000 truck jet that can fulfill their needs.

The most intensive demonstration program in the business: We currently maintain a \$4.2 million demonstrator fleet consisting of 4 900-ECO combination trucks, 2 HX hydro-excavation trucks, 5 800-ECO jet trucks, 4 JAJ easement machines, 3 747 trailer jets, 1 747 truck jet, 5 mongoose 184 trailers, and one RamVac 2000 vacuum trailer. Three factory trained demonstration specialist cover the US and Canada with these units and they are also made available to distributors for their own demonstrations, trade shows, etc. While many manufacturers spend marketing dollars on co-oping with dealers on trade show booths and advertising, we choose to let the dealers pay for their own trade shows, print ads, and promo give aways. A majority of our marketing dollars are spent on putting our equipment in front of customers where we can clearly illustrate our superior build quality and simplicity. Our success rate on securing sales after demonstrations illustrates that this is a very successful model. These demonstrations are also an excellent opportunity for us to delivery the NJPA message in a face to face context. Another important aspect of this program is that it gives us a constant supply of units in the event that a customer requires immediate delivery. We also incentivize our dealers to procure their own demo units by offering 6 months free financing on up to 2 units per year for each dealer.

20) Identify how your products, services and supplies address the scope of this RFP.

SEWER VACUUM, HYDRO-EXCAVATION, AND ~~STREET SWEEPER~~ EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES Very simply, the title of this RFP is an exact description of our products and marketplace with the exception of street sweepers.

Signature:  Date: 12/15/17

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacey Brechler-Knaggs, Grants and Contracts Manager
Co-Submitter: Barney Helmick
Date: 01/14/2020
Meeting Date: 01/21/2020



TITLE:

Consideration and Approval of Grant Agreement: between the City of Flagstaff and Arizona Department of Transportation for the Airport Drainage Plan Improvements.

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement with the Arizona Department of Transportation (ADOT) in the amount of \$350,000 for the Airport Drainage Plan Improvements.

Executive Summary:

The Federal Aviation Administration under Federal Air Regulation Advisory Circular 150/5320-5D gives the following guideline: "Storm drainage design is an integral component in the design of transportation facilities. Drainage design for transportation facilities must strive to maintain compatibility and minimize interference with existing drainage patterns, control flooding of the pavement surface for design flood events, and minimize potential environmental impacts from the facility-related storm water runoff."

A drainage system study was done prior to the lengthening of the runway in 2008. There are currently projects planned on airport, such as new hangar tenant projects, and off airport, such as the extension of JW Powell to Lake Mary Road, that could influence the existing storm water runoff from the airport. This drainage improvement plan will assist in preparing for these as well as any changes that may have occurred since the 2008 runway project.

Financial Impact:

The ADOT grant award will provide a grant in the amount of \$350,000 (90% State share), the City will provide a match of \$38,889 (10% City share) for a total project cost of \$388,889. This grant is budgeted in FY 2019-20 in account 221-07-222-3352-0 in the amount of \$400,000.

Policy Impact:

None

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

Goal: Transportation and Other Public Infrastructure: Provide airport infrastructure to enhance tenant and patron experience and secure a second airline.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

- Accept the Grant Agreement which will provide the needed funding to the city for the drainage plan improvements.
- Not accept the Grant Agreement and the funds will be returned to ADOT and city will be required to provide funding for the project or the project will not be completed.

Background/History:

The Drainage Plan Improvements project will address drainage issues throughout the airport. The last drainage report was completed in 1992. In the event of high intensity rainfall events standing water attracts wildlife which presents hazards to flight operations and is a high concern to the airport.

Key Considerations:

The routing of JW Powell from Pulliam Drive to Lake Mary Road will run adjacent to the existing Airport storm water runoff area. This project can help identify possible needs for the extension of JW Powell. The extension of JW Powell is important to the future of ground transportation for Flagstaff.

Community Benefits and Considerations:

This project will identify any needed changes or improvements to control storm water runoff down stream from the Airport.

Community Involvement:

This project will provide information for the Airport and community concerning the safe control of stormwater runoff from the Airport.

Attachments: Grant Agreement for Drainage Plan Improvements
 Presentation

Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the **City of Flagstaff Airport**, a political subdivision of the State of Arizona, (the "Sponsor") for a grant of State funds for the purpose of aiding in financing a Project of ***Drainage Plan Improvements*** (the "Project"), for the improvement of the **Flagstaff-Pulliam** Airport (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on **June 21, 2019**, and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **December 7, 2019**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.
- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any

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change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.

- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be **Ten Percent (10%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **Three Hundred Fifty Thousand Dollars (\$350,000.00)**.
- 3) Except as otherwise provided for herein for the State's obligation to provide funds hereunder expires upon completion of the Project required herein or **December 7, 2023**, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after **January 21, 2020** shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
 - a) to do all things necessary, in order to undertake and carry out the Project;
 - b) to accept, receive and disburse grant funds from the State in aid of the Project.
- 2) The Sponsor now has on deposit, or is in a position to secure **Thirty Eight Thousand, Eight Hundred Eighty Eight Dollars (\$38,888.00)**, or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

Airport - General Fund
(enter local funding type and location)

3) The Sponsor hereby designates Rick Tadder, Management Services Director
Name Title

to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

Greg Clifton, City Manager
Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **IV0000002739**
Sponsor Vendor Address: **211 West Aspen**
Flagstaff, AZ 86001

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Sponsor Assurances
- Exhibit B - General Provisions
- Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

By: _____

Title: Gregory Byres, Division Director

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

SPONSOR:

City of Flagstaff
Flagstaff-Pulliam Airport

By: _____

Title: Greg Clifton, City Manager

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State

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funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) Public Hearings: In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA

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Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.

- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
 - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;

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- c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.
- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
- a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement

constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
 - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

- d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

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In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State may, by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to

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publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Planning

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Planning" (as applicable), including consulting services.
- 2) "Sponsor Administration" directly associated with this Project (not to exceed 5% of planning consulting services).
- 3) "Sponsor Force Account" contribution (if applicable).
- 4) "Other" with prior approval of the State.

Planning Documents

- 1) The Sponsor shall include in all published material in connection with the planning Project a notice that the material was prepared under a grant provided by the State. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use any of the material prepared in connection with this grant.
- 2) The Sponsor shall make planning material available for examination by the public and agrees that no material prepared with funds under this Project shall be subject to copyright. That approval of this Project grant or approval of the planning material developed as a part of this grant does not constitute or imply assurance or commitment on the part of the State to approve pending or future application for a State grant or funding.
- 3) The Sponsor shall appoint a Planning Advisory Committee (PAC) for this Project, which will have the opportunity to furnish information, and review the plan as it is developed. Members of the PAC shall be as deemed appropriate to address the special issues of the Project, except that at least one member shall be a non-aviation citizen of the area, and one shall be a representative of the ADOT Aeronautics Group. An invitation will be given to the affected military installations and the Arizona State Land Department (as appropriate) to participate on the Planning Advisory Committee. The Sponsor shall hold a minimum of three meetings throughout the Project, including a minimum of two meetings between the Sponsor, the consultant, and the PAC. A minimum of one public meeting shall be held during the Project. The Sponsor may not accomplish the final acceptance of the plan until the State has reviewed and commented on the work performed. The comments provided by the State shall not be construed as approval of the planning document.
- 4) If the planning performed under this Agreement covers an existing or future airport not located on properties owned or leased by the Sponsor, the Sponsor agrees to obtain full control of the property for a period of not less than twenty (20) years. All changes to airport ownership or to any airport lease shall be approved by the State.

- 5) At the completion of the Project, the Sponsor agrees to provide an electronic copy, in a format usable by the State, of final plans, planning documents, and/or other published materials produced as a result of this planning Project.

Project Schedules for Planning

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One **Project Description and Funding Allocation**

Detailed Project Description:				
<i>Drainage Plan Improvements</i>				
Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Planning Costs	\$ 345,370	\$ 34,537	\$	\$ 310,833
Sponsor Administration**	\$ 18,519	\$1,852	\$	\$ 16,667
Sponsor Force Account Work***	\$ 25,000	\$ 2,500	\$	\$ 22,500
Other	\$	\$	\$	\$
Total Project Costs	\$ 388,889	\$ 38,888	\$	\$ 350,000

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the planning consulting service costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

**Schedule Two
Planning Project Reimbursement Schedule**

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: \$350,000.00

Projected Reimbursement Requests / State Cash Flow

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2019	\$	\$	\$	\$	\$	\$
2020	\$	\$	\$ 10,000	\$	\$	\$ 40,000
2021	\$	\$	\$ 75,000	\$	\$	\$ 75,000
2022	\$	\$	\$	\$	\$	\$
2023	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2019	\$	\$	\$	\$	\$	\$
2020	\$	\$	\$ 50,000	\$	\$	\$ 50,000
2021	\$	\$	\$ 50,000	\$	\$	\$
2022	\$	\$	\$	\$	\$	\$
2023	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date approved by the State Transportation Board. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three Planning Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Planning Phase is subject to the type and complexity of the Project, however, most planning projects can be accomplished within seven hundred thirty (730) days.
- 3) State review periods should be fifteen (15) days.

Milestones	Duration # of Days	Start Date	Completion Date
		Proposed	Proposed
Consultant Selection Phase		mm/dd/year	mm/dd/year
Submit Scope for State Review/Approval*			
Submit Contract for State Review/Approval			
Award Consultant Contract			
Planning Phase			
Sponsor Issue Notice to Proceed			
Submit Aircraft Forecasts to FAA			
First Planning Advisory Committee Meeting			
Public Workshop			
Final Planning Advisory Committee Meeting			
Submit Final Draft to FAA and State			
Final Phase			
Master Plan Approval of Board/Council			
Submit Final Report and Draft ALP			
Submit Approved ALP to State			
Submit Final Reimbursement Request and Sponsors Closeout Letter			

* The solicitation for qualifications and the resulting service agreements must contain a list of projects, including this grant project, per A.R.S. 34, Chapter 6



HOTEL
MONTE VISIT

Flagstaff Airport



Airport Drainage Plan Improvements





Airport Drainage Plan Improvement



- Federal Aviation Administration Advisory Circular and the Federal Water Pollution Control Act advises;
 - design and construction of airport drainage systems
 - and subsurface drainage systems for paved runways, taxiways, and aprons
- Airport Environmental Planning/Mitigation Project Requirements;
 - Conduct Drainage Study - 1992 Drainage Study completed; new plan needed for future projects



Airport Drainage Plan Improvement

- ADOT Grant to provide \$350,000 (90%) and City match (10% for total project costs of \$388,889 for Drainage Plan
- Upcoming projects planned on airport, such as new hanger tenant projects, terminal airport apron expansion, snow removal equipment building, extension of JW Powell to Lake Mary Road
- JW Powell from Pulliam Drive to Lake Mary Road will run adjacent to the Airport storm water runoff area
- Extension of JW Powell is important to the future of ground transportation for Flagstaff



Project Scope

- Project Objectives
 - Analyze the Airport's existing storm drainage system, to develop and prioritize future improvement projects.
 - Generate recommendations to drain the site more effectively.
 - Reduce site ponding which attracts wildlife and poses a risk to Airport operations.
 - Generate a two-dimensional hydraulic model that will compliment the City's current model.



Project Scope Continued

- Scoping items to meet objectives
 - Topographic survey of the airport property (795 acres including land within the two aviation easements).
 - Review / model stormwater entering, traversing through the property and exiting the property.
 - On-site visits to the validate existing infrastructure.
 - Review proposed improvements scheduled within property (i.e. JW Powell extension, SRE Building, secondary parking lot...).
 - Two-dimensional hydraulic modeling.

Questions ?



CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Wanda Noffz, Accountant
Co-Submitter: Heidi Derryberry, Assistant Finance Director
Date: 01/14/2020
Meeting Date: 01/21/2020



TITLE:

Consideration and Approval of Application: Between the City of Flagstaff and the Federal Aviation Administration for the 2020 Passenger Facility Charge (PFC) Application.

STAFF RECOMMENDED ACTION:

Approve the 2020 Federal Aviation Administration (FAA) Passenger Facility Charge (PFC) application and authorize the City Manager to make non-substantive adjustments as necessary to address FAA requests.

Executive Summary:

Authorize the notification to the FAA of the Flagstaff Airport's intent to impose the current PFC in the amount of \$4.50 per enplanement for the City match for multiple projects, as attached herein, for a total of \$3,012,249.

Financial Impact:

The City has numerous Airport capital projects planned with the FAA and will initiate, and in many cases complete, these projects within 6 years (FY 2019-2020 to FY 2024-2025). The City's share of these projects is projected to be \$3,012,249. Utilizing PFCs for the City's match on these projects would help reduce the annual General Fund transfer to the Airport Fund. Based on the airport's enplanement projections, the estimated time to recover the total City match of \$3,012,249 is by October 31, 2030. The project costs, once recognized, will have the PFCs applied against the required City match. If any of the projects change or projects are deleted, the City would initiate an amendment process as outline by FAA PFC regulations.

Policy Impact:

There are no anticipated policy impacts.

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

City Council Goal of Economic Development: Grow and strengthen a more equitable and resilient local economy.

Has There Been Previous Council Decision on This:

1. June 16, 2009 - Approval for PFC collections in the amount of \$1,157,023.
2. February 9 & 10, 2012 - Budget Retreat. Direction to pursue an increased PFC level.
3. June 5, 2012 - Approval for increased PFC level of \$4.50 per enplanement from \$3.00 per enplanement.
4. May 19, 2015 - Approval for PFC collections in the amount of \$588,713.
5. February 6, 2018 - Approval for 2018 FAA Passenger Facility Charge (PFC) Grant Application to impose the amount of \$4.50 per enplanement for a total of \$713,623.

Options and Alternatives:

Option 1: Approve as presented. This option continues the \$4.50 charge per enplanement for passengers boarding at the Pulliam Airport and authorizes the City Manager to make non-substantive adjustments as necessary to address FAA requests.

Option 2: Disapprove. This option would reduce the PFC revenues used to offset the City's match on capital projects and require the General Fund to increase revenue transfers for funding the Airport Capital Plan. PFCs are collected by most airports that use FAA grant funding.

Background/History:

The Passenger Facility Charge (PFC) Program allows the collection of PFC fees, up to \$4.50, for every enplaned passenger at commercial airports controlled by public agencies. Airports use these fees to fund FAA-approved projects that enhance safety, security, or capacity; reduce noise, or increase air carrier competition. The Airport must submit a PFC application to the FAA to obtain authorization for the imposition and use of PFC revenue for a specific eligible project. To qualify for the \$4.50 PFC fee, the FAA requires we meet the following criteria:

1. Preserve or enhance safety, security, or capacity of the national air transportation system;
2. Reduce noise or mitigate noise impacts resulting from an airport; or
3. Furnish opportunities for enhanced competition between or among air carriers. For example, expanded terminal capacity and access, additional aircraft services and facilities.
4. The project costs requested for collection at \$4.50 cannot be paid for from funds reasonably expected to be available for the programs referred to in 49 U.S.C. 48103; and the rate is not being increased at this time.
5. In the case of a surface transportation or terminal project, the public agency has made adequate provision for financing the airside needs of the airport, including runways, taxiways, aprons, and aircraft gates.

The Flagstaff Airport projects meet the criteria as set forth by the FAA.

The City is applying under the Streamlined PFC Application Procedures for Non-Hub Airports. The Streamlined Procedures may not be available at the exact time this application is presented to the FAA, in which case, the full PFC Application will be submitted. In January 1991, the City Council approved the use and collection of PFC revenue to pay for a portion of the Terminal Building and associated infrastructure. The City had been collecting \$3.00 per enplanement PFC since 1992. In 2012, the PFC level was increased to \$4.50 per enplanement. The current FAA-approved application for \$522,703 which is expected to be fully collected by Jan. 1, 2021. This application requests a new authorization to collect PFCs totaling \$3,012,249.

As the FAA has not yet approved the application, there is a possibility that minor changes might be requested regarding the application. Changes might include: presentation changes, removal of a specific future project in the event additional environmental studies are required, or some other FAA request as a part of this submission. Due to this possibility, it is requested that the City Manager be granted authority to sign any such changes without returning to the Council for approval. All changes are strictly restricted to reimbursement of PFC expenditures by the City of Flagstaff.

Key Considerations:

Any funds collected, at this time, are placed in a restricted, interest bearing account until we expend the funds for the qualifying projects. Any funds obtained via PFCs reduce the Airport's burden on the General Fund.

Expanded Financial Considerations:

In the event this agenda item is declined, the City's General Fund will need to provide the City match for the Airport capital projects.

Community Benefits and Considerations:

This action allows the Airport to continue to collect PFC revenue which is used to help pay for Airport capital projects and reduce the General Fund contribution.

Community Involvement:

Inform.

The City is required as part of the application process, to provide written notice to the air carriers and hold a consultation meeting with the air carriers. This meeting will occur on February 10, 2020, at 10:30 AM in the City Hall East Wing Conference Room.

Attachments: [FAA Draft Submission](#)
 [Power Point - PFC Presentation](#)



City of Flagstaff

February 10, 2020

Mike Williams, ADO Manager
Federal Aviation Administration
Phoenix Airports District Office
3800 N. Central Avenue
Suite 1025, 10th Floor
Phoenix, AZ 85012

RE: Flagstaff Pulliam Airport PFC Application

Dear Mr. Williams:

Attached is the PFC Application for the City of Flagstaff Pulliam Airport. Your review and approval of this document is most appreciated.

The City's intent is to impose and use the revenue generated by the PFCs to partially fund the various projects as listed on the original PFC application attachments C and H. The City is requesting to continue to collect at the current \$4.50 per enplanement collection level with the Estimated Total PFC Revenue collected to be \$3,012,249 and an estimated expiration date of 10/31/2030.

The average PFC amount remitted to the City each month for the past five fiscal years has been approximately \$23,700 and as such, the funds requested by this application would likely be received within the 127 months following the proposed collection start date of April 1, 2020.

The City is also requesting to exclude all nonscheduled/on-demand class of air carriers. It is believed the amount of money which would be collected and remitted by these carriers compared to the cost to the air carriers of collection and reporting would create an undue burden on those carriers.

If you have any questions or need any assistance do not hesitate to email or call.

Sincerely,

Heidi Derryberry
Assistant Finance Director

Phone: 928-213-2215
E-Mail: hderryberry@flagstaffaz.gov

Enclosure: PFC Application

cc: Ricardo Sanchez, Airport Planner/PFC Specialist, FAA Western-Pacific Region
Wanda Noffz, Accountant, City of Flagstaff

City of Flagstaff

Pulliam Airport (FLG)

PFC Applications

New Application 2020

PFC Match = \$3,012,249 Request

Total Capital Cost = \$62,814,029

Submitted to the FAA:

February 10, 2020

Passenger Facility Charge
2020 Application
City of Flagstaff – Pulliam Airport

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Federal Aviation
Administration
U. S. Department of Transportation

PASSENGER FACILITY CHARGE (PFC) APPLICATION

1. Application Type (Check all that apply)

- ☒ a. Impose PFC Charges
- ☒ b. Use PFC Revenue
- ☐ c. Amend PFC No. _____

FAA USE ONLY

Date Received

PFC Number

PART I

2. Public Agency Name, Address, and Contact Person

Agency Name City of Flagstaff

Address 211 West Aspen Ave

City, State, ZIP Flagstaff, AZ 86001

Contact Person Wanda Noffz (928)213-2219

3. Airport(s) to Use

Flagstaff Pulliam Airport

4. Consultation Dates

a. Date of Written Notice to Air Carriers:

01/07/2020

b. Date of Consultation Meeting with Air Carriers: 02/10/2020

c. Date of Public Notice

01/07/2020

PART II

5. Charges

a. Airport to Impose	b. Level	c. Total Estimated PFC Revenue by Level	d. Proposed Effective Date:	e. Estimated Expiration Date:
	<input type="checkbox"/> \$1.00 <input type="checkbox"/> \$2.00 <input type="checkbox"/> \$3.00	Impose		
	<input type="checkbox"/> \$4.00 <input checked="" type="checkbox"/> \$4.50	Use		
		Impose 3,012,249/\$214,029	04/01/2020	10/31/2030
		Use		

PART III

6. Attachments (Check all that Apply)

Attached	Submitted with Application Number	Document
a. <input checked="" type="checkbox"/>	<input type="checkbox"/>	Airport Capital Improvement Plan
b. <input checked="" type="checkbox"/>	<input type="checkbox"/>	Project Information (Attachment B)
c. <input checked="" type="checkbox"/>	<input type="checkbox"/>	Air Carrier Consultation and Public Notice Information
d. <input checked="" type="checkbox"/>	<input type="checkbox"/>	Request to Exclude Class(es) of Carriers
e. <input type="checkbox"/>	<input type="checkbox"/>	Alternative Uses/Projects
f. <input type="checkbox"/>	<input type="checkbox"/>	Competition Plan/Update
g. <input checked="" type="checkbox"/>	<input type="checkbox"/>	ALP/Airspace/Environmental
h. <input checked="" type="checkbox"/>	<input type="checkbox"/>	Notice of Intent Project Information
i. <input checked="" type="checkbox"/>	<input type="checkbox"/>	

PART IV

7. With respect to this PFC application I hereby certify as follows:

To the best of my knowledge and belief, all data in this application are true and correct;
 This application has been duly authorized by the governing body of the public agency;
 The public agency will comply with the assurances (Appendix A to Part 158) if the application is approved;
 For those projects for which approval to use PFC revenue is requested, all applicable ALP approvals, airspace determinations, and environmental reviews required by the National Environmental Policy Act have been completed.
 If required, the public agency has submitted a competition plan in accordance with 49 U.S.C. 47106(f); and
 If required by 49 U.S.C. 40117(d)(4), adequate provision for financing the airside needs, including runways, taxiways, aprons, and gates, has been made by the public agency.

a. Typed Name of Authorized Representative

Greg Clifton

b. Title

City Manager

d. E-mail Address

greg.clifton@flagstaffaz.gov

c. Telephone Number

928-213-2053

e. Fax Number

928-213-2209

f. Signature of Authorized Representative

g. Date Signed

Paperwork Reduction Act Burden Statement: Paperwork Reduction Act Statement: A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0557. Public reporting for this collection of information is estimated to be approximately 5-80 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required to obtain FAA approval of authority to collect PFC revenue (49 U.S.C. 40117(c)). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

PFC Rate of Collection Data and Calculations PFC 2020 Application

Requested Amount \$ 3,012,249

Collections (past five fiscal years)

FY 2019 Collections	294,876
FY 2018 Collections	328,424
FY 2017 Collections	263,063
FY 2016 Collections	256,541
FY 2015 Collections	279,074
 Average Annual Collections	 284,396
Average Monthly Collections	23,700

Rate of Collection Calculation

$$\frac{\text{Application Amount Requested}}{\text{Average Monthly Collections}} = \frac{3,012,249}{23,700} = 127 \text{ Months}$$

Information Only - This may not be
representative of future collections

*Note: FY 2020 Avg Collections Collections to Date
(6 months)*

$$\frac{266,382}{6} = 44,397 \text{ avg per month}$$

Federal Aviation Administration and Arizona Department of Transportation
Five-Year Capital Improvement Program
Project Request Data Sheet

As revised by ADOT

Airport Name: Flagstaff Pulliam Airport		Sponsor Signature: _____ (Required)		Date: <u>1/6/2020</u> <u>11:52:09AM</u>	
--	--	--	--	---	--

<u>Fiscal Year</u>	<u>Project Map Identifier</u>	<u>Project Category</u>	<u>Project Total Amount</u>	<u>Project Component</u>	
2021	FY2021-FSL	Federal, State, and Local	\$1,100,000	Finance:Financing Costs - Other	
			Description: Entitlement Carry Forward	Project shown on approved ALP?	N
			Justification: Entitlement Carry Forward	Phase Project?	N
				FSL Pavement Maintenance Prj.?	N
				Environmental Review Status?	N/A
2021	FY2021-SL	State and Local	\$800,000	Apron, Construct (New)	
			Description: Design of the Terminal Aircraft Apron Expansion and Relocation of Taxiway W	Project shown on approved ALP?	Y
			Justification: Taxiway W aligns directly with the runway and is designated to be moved. This move will require expansion of the ramp due to taking away existing ramp.	Phase Project?	Y
				FSL Pavement Maintenance Prj.?	N
				Environmental Review Status?	CatEx
2022	FY2022-FSL	Federal, State, and Local	\$8,000,000	Buildings:<Construct/Expand/Imp/Modify/Rehabilitate> <Snow Removal Equipment/Chemical Storage Building/etc.> - Standards	
			Description: Construct approximately 30,000 sf Snow Removal Equipment Building	Project shown on approved ALP?	Y
			Justification: There is a high need to create additional space for airport equipment due to program growth. The facility will provide storage for critical airport equipment.	Phase Project?	Y
				FSL Pavement Maintenance Prj.?	N
				Environmental Review Status?	CatEx
2022	FY2022-SL	State and Local	\$750,000	Land For Protection (Safety Areas), Acquire	
			Description: Environmental Documentation (CatEx and/or EA) for Airside and Landside Improvements.	Project shown on approved ALP?	Y
			Justification: Environmental Documentation for Airside & Landside Improvements for upcoming projects such as Land Acquisition, Maintenance Equipment Building.	Phase Project?	Y
				FSL Pavement Maintenance Prj.?	N
				Environmental Review Status?	EA

Federal Aviation Administration and Arizona Department of Transportation
Five-Year Capital Improvement Program
Project Request Data Sheet

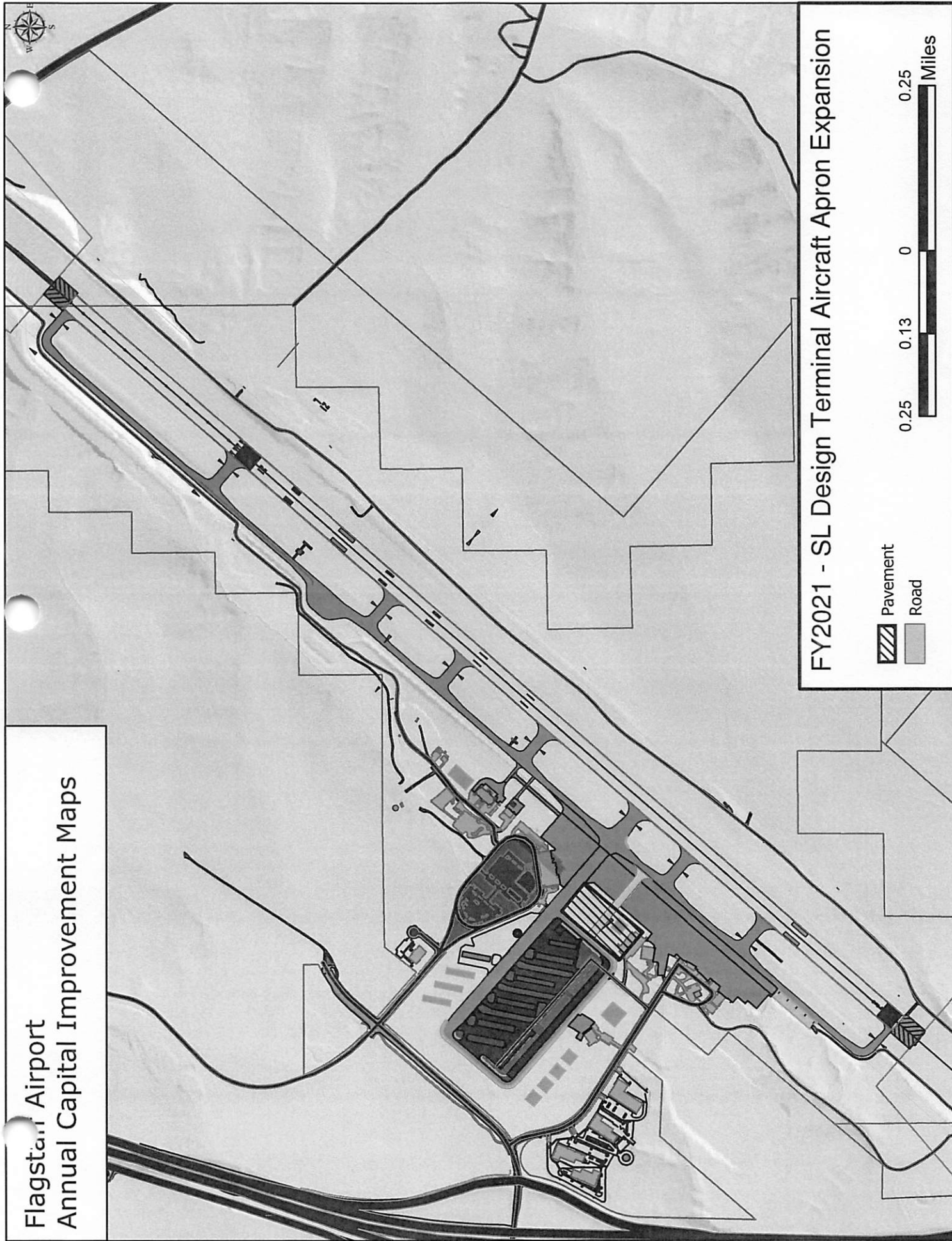
Airport Name: Flagstaff Pulliam Airport		Sponsor Signature: _____ (Required)		Date: <u>1/6/2020</u> <u>11:52:09AM</u>	
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<u>Fiscal Year</u>	<u>Project Map Identifier</u>	<u>Project Category</u>	<u>Project Total Amount</u>	<u>Project Component</u>	
2023	FY2023-FSL	Federal, State, and Local	\$11,500,000	Taxiways:Rehabilitate Taxiway - Reconstruct	
			Description:	1) Construct Terminal Aircraft Apron Expansion - \$8,000,000 2) Taxiway W Relocation of Taxiway W - \$3,500,000	Project shown on approved ALP? Y Phase Project? Y FSL Pavement Maintenance Prj.? N
			Justification:	1) Taxiway W aligns directly with the runway and is designated to be moved. This move will require expansion of the ramp due to taking away existing ramp. 2) Relocation of Taxiway W.	Environmental Review Status? CatEx
2023	FY2023-SL	State and Local	\$2,000,000	Land For Protection (Safety Areas), Acquire	
			Description:	Purchase 60 +/- acres of Land on North Side of Airport for Airfield Safety and Approach Protection	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	Purchase of land on north side of Runway 3/21 that will allow the airport to own all safety areas and large majority of the approach and departure RPZs.	Environmental Review Status? CatEx
2024	FY2024-FSL	Federal, State, and Local	\$1,000,000	Taxiways:Rehabilitate Taxiway - Reconstruct	
			Description:	Taxiway A pavement improvements (Alpha 6 north to Alpha 1) length 6,230'", width 65"', 6 connectors at 100' x 100' and PCI 63 full length.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? Y
			Justification:	Taxiway A pavement improvements. Mill and overlay as well as localized structural reconstruction of the pavement.	Environmental Review Status? CatEx
2024	FY2024-SL	State and Local	\$4,500,000	Perimeter/Service Road, Rehabilitate	
			Description:	Upgrade approximately 4.5 miles of internal perimeter access road that serves the airfield.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	Perimeter road upgrade includes widening and paving the road to satisfy various demands placed on it related to airfield inspections, perimeter checks, and accessing navigational aids.	Environmental Review Status? CatEx

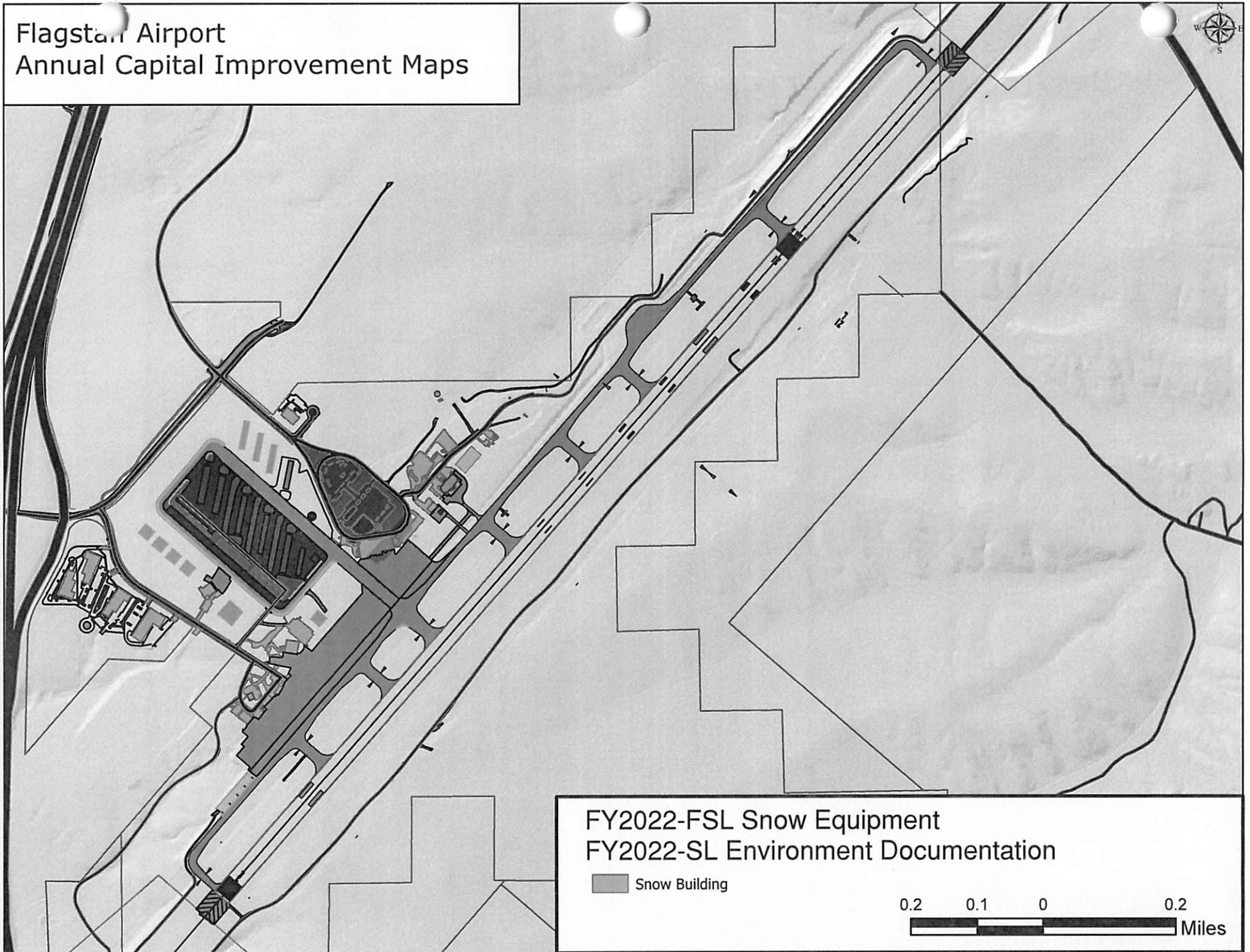
Federal Aviation Administration and Arizona Department of Transportation
 Five-Year Capital Improvement Program
 Project Request Data Sheet

Airport Name: Flagstaff Pulliam Airport		Sponsor Signature: _____ (Required)		Date: <u>1/6/2020</u> <u>11:52:09AM</u>	
<u>Fiscal Year</u>	<u>Project Map Identifier</u>	<u>Project Category</u>	<u>Project Total Amount</u>	<u>Project Component</u>	
2025	FY2025-FSL	Federal, State, and Local	\$42,050,000	Runways: Rehabilitate Runway - Reconstruct	
			Description:	1) Runway 3-21 Reconstruct 2) Runway End Identification Lights (REILS) added to Runway 3/21	Project shown on approved ALP? Y
			Justification:	1) Reconstruct the runway to bring the geometry (horizontal and vertical) into current engineering standards. 2) Runway REILS added to Runway 3/21.	Phase Project? N
					FSL Pavement Maintenance Prj.? N
					Environmental Review Status? CatEx

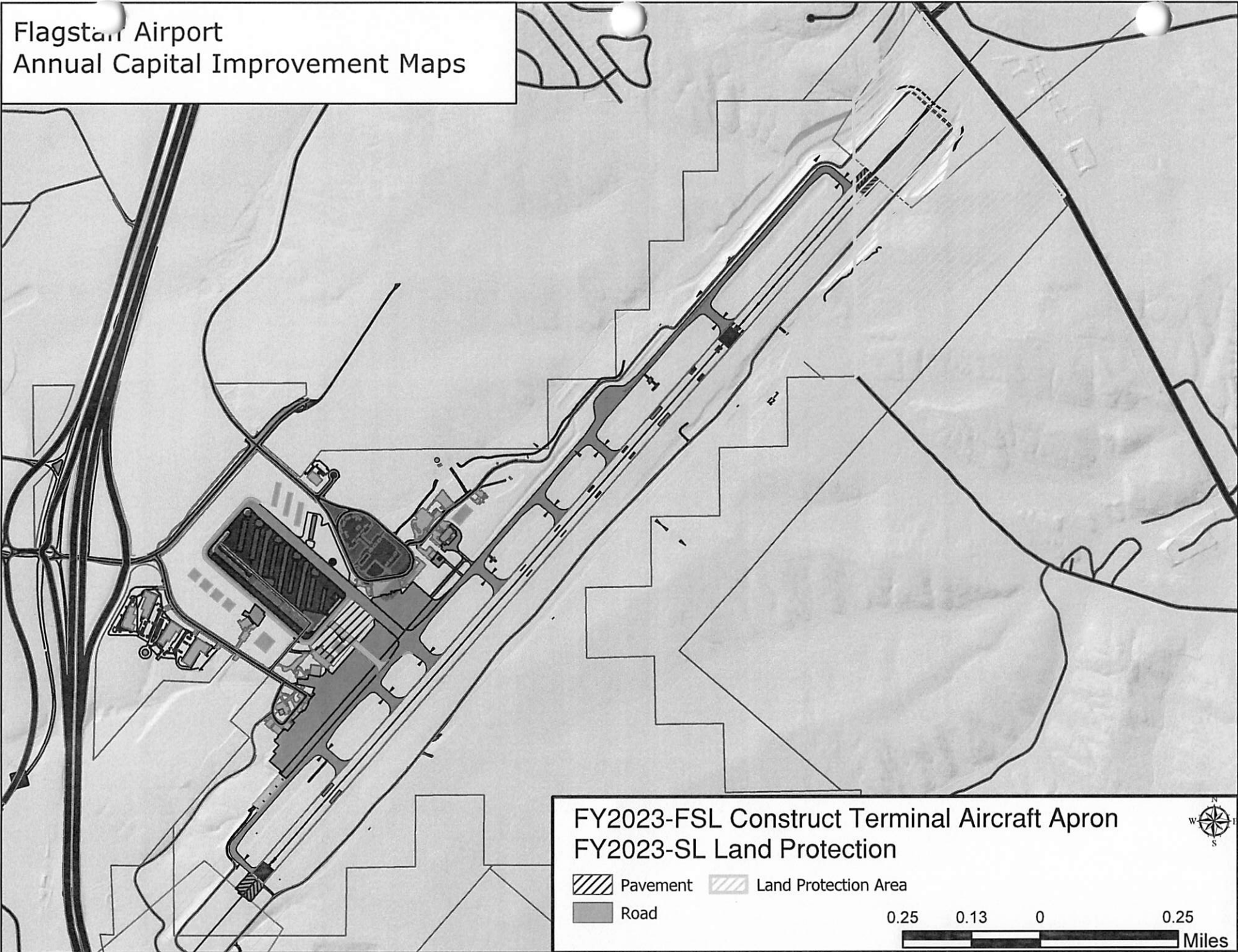
Flagstaff Airport Annual Capital Improvement Maps



Flagstar Airport
Annual Capital Improvement Maps



Flagstar Airport
Annual Capital Improvement Maps

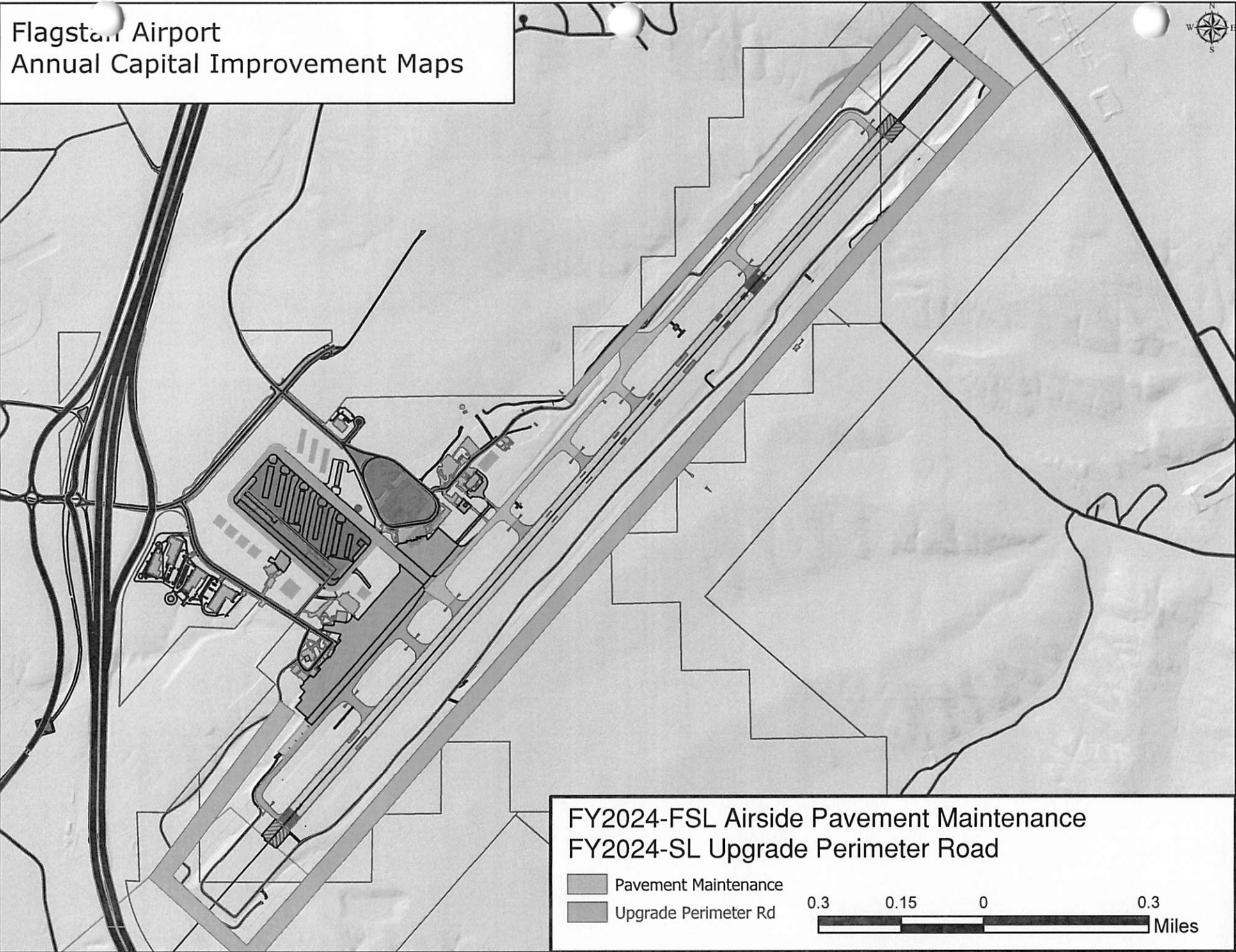


FY2023-FSL Construct Terminal Aircraft Apron
FY2023-SL Land Protection

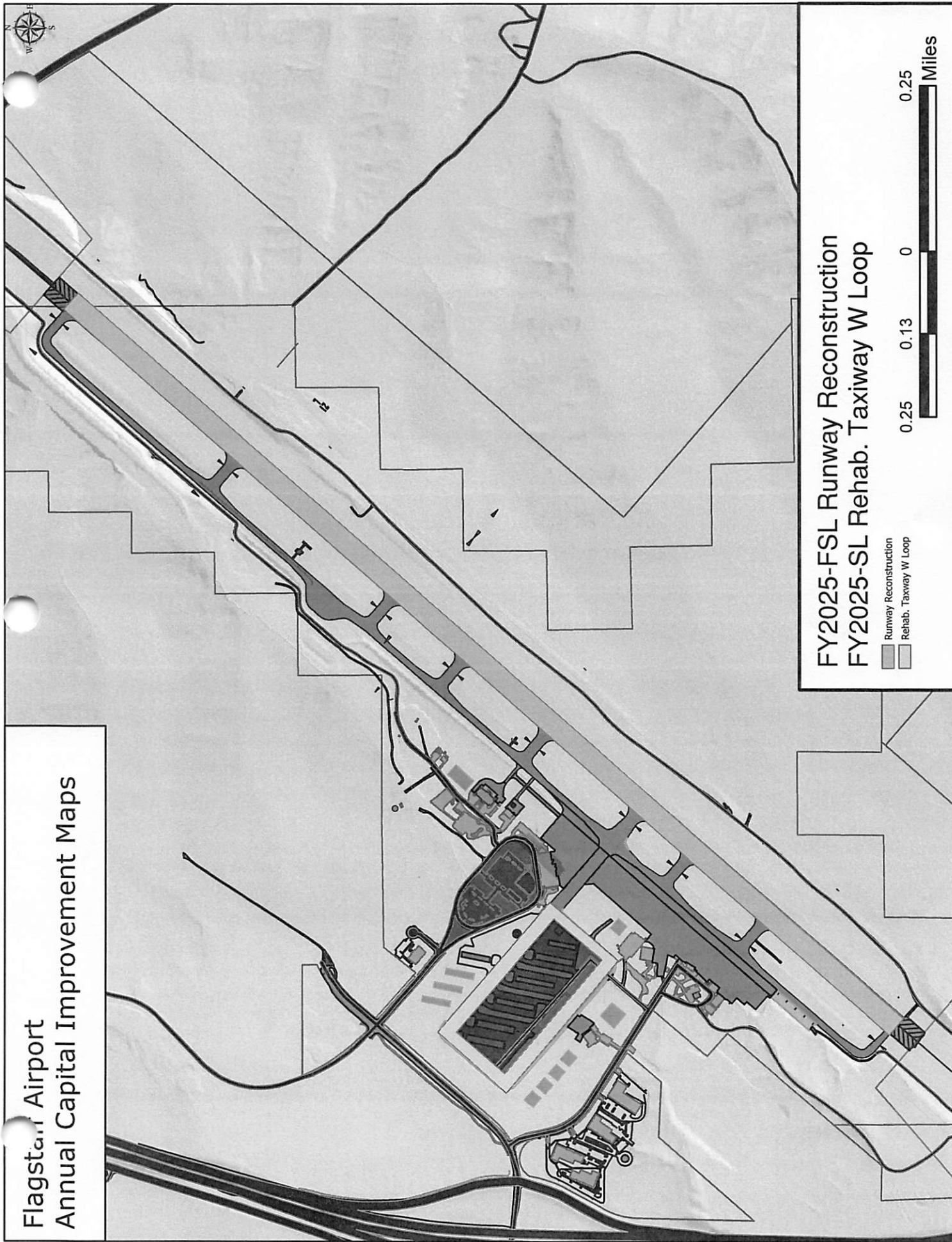
 Pavement  Land Protection Area
 Road

0.25 0.13 0 0.25
Miles

Flagstar Airport
Annual Capital Improvement Maps



Flagstar Airport Annual Capital Improvement Maps



**Notice of Intent
To Impose Only, Impose & Use, and/or Use
a Passenger Facility Charge
For the Flagstaff Pulliam Airport
(Multiple Projects)**

Notice Is Hereby Given that the City of Flagstaff will be applying for Passenger Facility Charges (PFC) to fund the following projects at the Flagstaff Pulliam Airport as follows below. The completion of the projects is noted within each description. The following information is presented as required by the Federal Aviation Administration 14 CFR Part 158 Subsection 158.23.

Project:	<u>New Project – Apron, Construct (New)</u>	Project Cost: Estimated to be \$800,000
Impose Only <input checked="" type="checkbox"/>	Impose & Use <input type="checkbox"/> Use PFC <input type="checkbox"/>	CATEX: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>

Description: Design of the terminal aircraft apron expansion and relocation of Taxiway "W".

Justification: Taxiway W aligns directly with the runway and is designated to be moved. This move will require expansion of the ramp due to taking away the existing ramp.

Estimated PFC Revenue Used: \$35,760

Project:	<u>New Project – Land for Safety Area - Protection</u>	Project Cost: Estimated to be \$750,000
Impose Only <input checked="" type="checkbox"/>	Impose & Use <input type="checkbox"/> Use PFC <input type="checkbox"/>	CATEX: Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>
		EA: <input checked="" type="checkbox"/>

Description: Environmental Documentation (CatEx and/or EA) for Airside and Landside Improvements.

Justification: Environmental Documentation for Airside and Landside Improvements for upcoming projects such as Land Acquisition, Maintenance Equipment Building.

Estimated PFC Revenue Used: \$33,525

Project:	<u>New Project – Taxiway and Apron "W" Construction</u>	Project Cost: Estimated to be \$11,500,000
Impose Only <input checked="" type="checkbox"/>	Impose & Use <input type="checkbox"/> Use PFC <input type="checkbox"/>	CATEX: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>

Description: 1) Construct Terminal Aircraft Apron Expansion - \$8,000,000
2) Taxiway W Relocation of Taxiway W - \$3,500,000

Justification: 1) Taxiway W aligns directly with the runway and is designated to be moved. This move will require expansion of the ramp due to taking away existing ramp.
2) Relocation of Taxiway W.

Estimated PFC Revenue Used: \$514,050

Project: New Project – Land Purchase for Safety Area
60 Acres

**Project Cost: Estimated
to be \$2,000,000**

Impose Only ☒ **Impose & Use** ☐ **Use PFC** ☐

CATEX: Yes ☒ No ☐ NA ☐

Description: Purchase 60 +/- acres of Land on North Side of Airport for Airfield Safety and Approach Protection

Justification: Purchase of land of north side of Runway 3/21 that will allow the airport to own all safety areas and large majority of the approach and departure RPZs.

Estimated PFC Revenue Used: \$89,400

Project: New Project – Rehabilitate and Reconstruct
Taxiway "A"

**Project Cost: Estimated
to be \$1,000,000**

Impose Only ☒ **Impose & Use** ☐ **Use PFC** ☐

CATEX: Yes ☒ No ☐ NA ☐

Description: Taxiway A (aka Taxiway "Alpha") pavement improvements (Alpha 6 north to Alpha 1) length 6,230'", width 65'", 6 connectors at 100' x 100' and PCI 63 full length.

Justification: Taxiway A pavement improvements. Mill and overlay as well as localized structural reconstruction of the pavement.

Estimated PFC Revenue Used: \$44,700

Project: New Project – Perimeter/Service Road, Rehabilitate
And Upgrade

**Project Cost: Estimated to be
\$4,500,000**

Impose Only ☒ **Impose & Use** ☐ **Use PFC** ☐

CATEX: Yes ☒ No ☐ NA ☐

Description: Upgrade approximately 4.5 miles of internal perimeter access road that serves the airfield.

Justification: Perimeter road upgrade includes widening and paving the road to satisfy various demands placed on it related to airfield inspections, perimeter checks and accessing navigational aids.

Estimated PFC Revenue Used: \$201,150

Project: New Project – Rehabilitate Runway 3-21 and Add REILS

Project Cost: Estimated to be \$42,050,000

Impose Only ☒ **Impose & Use** ☐ **Use PFC** ☐

CATEX: Yes ☒ No ☐ NA ☐

Description: 1) Runway 3-21 Reconstruct
2) Runway End Identification Lights (REILS) added to Runway 3/21

Justification: 1) Reconstruct the runway to bring the geometry (horizontal and vertical) into current engineering standards.
2) Runway REILS added to Runway 3/21.

Estimated PFC Revenue Used: \$1,879,635

Project: Self-Funded Project – Airport Restroom Secure Hold Area

Project Cost: \$104,029

Impose Only ☐ **Impose & Use** ☒ **Use PFC** ☐

CATEX: Yes ☐ No ☐ NA ☒

Description: Design and Build Secure Hold Area Handicapped/standard accessible restrooms where no restrooms previously existed for passenger use.

Justification: Previously all passengers had to exit the secure hold area to use the restrooms and re-process through the security checkpoints. With the new restrooms, passengers are now able to process through security only one time, thereby streamlining the security process and assisting the traveler.

Estimated PFC Revenue Used: \$104,029

Project: Self-Funded Project – Remodel for Security – TSA Scanner

Project Cost: \$60,000

Impose Only ☐ **Impose & Use** ☒ **Use PFC** ☐

CATEX: Yes ☐ No ☐ NA ☒

Description: Design and Build Room requirements for new TSA Scanner to accommodate the electrical and room requirements of the TSA equipment. Equipment provided by the TSA.

Justification: The TSA requires electrical and other room upgrades to accommodate their TSA Scanner. The City has paid for the renovation to safely allow the equipment to operate. This is a public area and PFC funds would be appropriate to use.

Estimated PFC Revenue Used: \$60,000

Project: Self-Funded Project – Ramp Drainage Repair

Project Cost: \$50,000

Impose Only ☐ **Impose & Use** ☒ **Use PFC** ☐

CATEX: Yes ☒ No ☐ NA ☐

Description: Design and Construct repairs to existing ramp in a Safety Loading Zone (not a hanger area).

Justification: The existing ramp in the existing Safety Loading Zone requires significant repairs. This work has been slated for priority repair due to the condition. PFCs would be a suitable option for funding this public area.

Estimated PFC Revenue Used: \$50,000

PFC Level: \$4.50 per enplanement

Estimated Total PFC Revenue Used: \$3,012,249

Proposed Charge Effective Date: April 1, 2020

Estimated Charge Expiration Date: October 31, 2030

Estimated Total PFC Revenue Collected: \$3,012,249

CONTACT INFORMATION:

Barney Helmick, Airport Director
Flagstaff Pulliam Airport
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 556-1234 Ext. 10

DATED: January 6, 2020

**PFC APPLICATION FOR THE FLAGSTAFF PULLIAM AIRPORT
ATTACHMENT C - ANTICIPATED FUNDING DISCLOSURE**

COMP OR AUTH FISCAL YEAR	PROJECT MAP IDENTIFIER	PROJECT NAME/DESCRIPTION	PROJECT TOTAL AMOUNT	FEDERAL SHARE	STATE SHARE	(PFC) LOCAL SHARE	PFC's (PROJECTS)	TOTAL	Proj Type
Est Comp FY2021	FY2021-FSL	Entitlement Carry Forward	1,100,000	1,001,660	49,170	49,170		1,100,000	I
2021	FY2021-SL	Apron, Construct (New) - Design of the terminal aircraft apron expansion and relocation of Taxiway "W".	800,000	728,480	35,760	35,760		800,000	I
2022	FY2022-SL	Land for Protection (Safety Areas), Acquire - Environmental Documentation (CatEx and/or EA) for Airside and Landside Improvements.	750,000	682,950	33,525	33,525		750,000	I
2023	FY2023-FSL	Taxiways-Rehabilitate Taxiway - Reconstruct - 1) Construct Terminal Aircraft Apron Expansion - \$8,000,000; 2) Taxiway W Relocation of Taxiway W - \$3,500,000	11,500,000	10,471,900	514,050	514,050		11,500,000	I
2023	FY2023-SL	Land for Protection (Safety Areas), Acquire - Purchase 60 +/- acres of Land on North Side of Airport for Airfield Safety and Approach Protection.	2,000,000	1,821,200	89,400	89,400		2,000,000	I
2024	FY2024-FSL	Taxiways: Rehabilitate Taxiway - Reconstruct - Taxiway A pavement improvements (Alpha 6 north to Alpha 1) length 6,230", width 65", 6 connectors at 100" x 100" and PCI 63 full length.	1,000,000	910,600	44,700	44,700		1,000,000	I
2024	FY2024-SL	Perimeter/Service Road, Rehabilitate - Upgrade approximately 4.5 miles of internal perimeter access road that serves the airfield.	4,500,000	4,097,700	201,150	201,150		4,500,000	I
2025	FY2025-FSL	Runways: Rehabilitate Runway - Reconstruct - 1) Runway 3-21 Reconstruct; 2) Runway End Identification Lights (REILS) added to Runway 3/21	42,050,000	38,290,730	1,879,635	1,879,635		42,050,000	I
2019	FY2019-LP	Airport Restroom Secure Hold Area - Design and Build Secure Hold Area Handicapped/standard accessible public use restrooms where no restrooms previously existed for passenger use. (Contractor: Loven Contracting: \$104,029.21)	104,029	-	-	104,029	104,029	104,029	CITY PFC
2020	FY2020-LP	Remodel for Security-TSA Scanner - Design and Build Room requirements for new TSA Scanner to accommodate the electrical and room requirements provided by the TSA.	60,000			60,000	60,000	60,000	CITY PFC
2020	FY2020-LP	Ramp Drainage Repair - Design and Construct repairs to existing ramp in a Safety Loading Zone (not a hanger area).	50,000			50,000	50,000	50,000	CITY PFC

TOTAL	\$ 63,914,029	58,005,220	2,847,390	3,061,419	214,029	63,914,029	
Less: Entitlement Projects	(1,100,000)			(49,170)		(1,100,000)	
Total Eligible PFC Projects	62,814,029			3,012,249		62,814,029	Ties to "H"



City of Flagstaff

January 6, 2020

Lorin Carr, Manager
American Airlines
4333 Amon Carter Blvd. MD 5217
Fort Worth, TX 76155

Dear Mr. Carr,

The City of Flagstaff is planning to submit a PFC application to the Federal Aviation Administration (FAA) for authority to impose a passenger facility charge for multiple projects. The legislation enabling the City to impose PFCs is contained in FAA 14 CFR Part 158, Passenger Facility Charges; Final Rule. This letter serves as official notice to American Airline and U.S. Air of the City's intent to submit such application. Within 30 days of the date of this notice, American Airline and U.S. Air must provide the City with written acknowledgement that it received the notice.

In addition to providing this letter as notice of the City's intent to impose and use PFCs, the City is required to meet with air carriers operating at the Flagstaff Pulliam Airport to present the proposed project to be funded by PFC revenue. This meeting is scheduled for February 10, 2020 at 10:30 AM in the Flagstaff City Hall East Wing Conference Room. If unable to attend in person, the meeting can be joined by dialing the City's conference line at 1-877-820-7831 and entering Guest Passcode: 129407#.

Within 30 days following the consultation meeting, each carrier must provide the City with a certification of its agreement or disagreement with the amended project. A certification of disagreement shall contain the reasons for such disagreement. The absence of such reasons shall void a certification of disagreement. If a carrier fails to provide the City with timely acknowledgement of this notice or timely certification of agreement or disagreement with the proposed projects, the carrier is considered to have certified its agreement.

It is the City's intent to impose and use the revenue generated by PFCs to partially fund the amended FAA project as detailed in the attached Notice of Intent.

The City is also requesting to exclude all nonscheduled/on-demand class of air carriers. Carriers in this exclusion include: Jet Solutions LLC and Netjets

Aviation, Inc. In City of Flagstaff's fiscal year 2018, the total enplanements in this class were 269 or 0.46% of total enplanements. The purpose of this request is to reduce the burden of collection and reporting to those air carriers who are not substantial users of the airport. It is believed the amount of money which would be collected and remitted by these carriers compared to the cost to the air carriers of collection and reporting would create an undue burden on those carriers.

At or before the meeting, the City will provide the air carriers with:

- 1) A project description;
- 2) An explanation of the need for the project; and
- 3) A detailed financial plan for the project, including:
 - a) The estimated allowable project costs allocated to major project elements;
 - b) The anticipated total amount of PFC revenue that will be used to finance the project; and
 - c) The source and amount of other funds used to finance the projects.

If you do not intend to attend this meeting, but have no objections to our request, please send a letter to me within 30 days of the date of this letter indicating your airlines position.

We look forward to receiving your acknowledgement of this notice and hope to see you at the meeting.

Sincerely,

Barney Helmick
Airport Director
Flagstaff Pulliam Airport

Attachment: Notice of Intent

cc: Stacey Brechler-Knaggs, Grants Manager
Heidi Derryberry, Assistant Finance Director
Wanda Noffz, Accountant



City of Flagstaff

January 6, 2020

Mark Weithofer, Senior Manager
United Airlines
9th Floor-WHQAS
233 South Wacker Drive
Chicago, IL 60606

Dear Mr. Weithofer,

The City of Flagstaff is planning to submit a PFC Application to the Federal Aviation Administration (FAA) for authority to impose a passenger facility charge for multiple projects. The legislation enabling the City to impose PFCs is contained in FAA 14 CFR Part 158, Passenger Facility Charges; Final Rule. This letter serves as official notice to American Airline and U.S. Air of the City's intent to submit such application. Within 30 days of the date of this notice, American Airline and U.S. Air must provide the City with written acknowledgement that it received the notice.

In addition to providing this letter as notice of the City's intent to impose and use PFCs, the City is required to meet with air carriers operating at the Flagstaff Pulliam Airport to present the proposed project to be funded by PFC revenue. This meeting is scheduled for February 10, 2020 at 10:30 AM in the Flagstaff City Hall East Wing Conference Room. If unable to attend in person, the meeting can be joined by dialing the City's conference line at 1-877-820-7831 and entering Guest Passcode: 129407#.

Within 30 days following the consultation meeting, each carrier must provide the City with a certification of its agreement or disagreement with the amended project. A certification of disagreement shall contain the reasons for such disagreement. The absence of such reasons shall void a certification of disagreement. If a carrier fails to provide the City with timely acknowledgement of this notice or timely certification of agreement or disagreement with the proposed projects, the carrier is considered to have certified its agreement.

It is the City's intent to impose and use the revenue generated by PFCs to partially fund the amended FAA project as detailed in the attached Notice of Intent.

The City is also requesting to exclude all nonscheduled/on-demand class of air carriers. Carriers in this exclusion include: Jet Solutions LLC and Netjets Aviation, Inc. In City of Flagstaff's fiscal year 2018, the total enplanements in this class were 269 or 0.46% of total enplanements. The purpose of this request is to reduce the burden of collection and reporting to those air carriers who are not substantial users of the airport. It is believed the amount of money which would be collected and remitted by these carriers compared to the cost to the air carriers of collection and reporting would create an undue burden on those carriers.

At or before the meeting, the City will provide the air carriers with:

- 1) A project description;
- 2) An explanation of the need for the project; and
- 3) A detailed financial plan for the project, including:
 - a) The estimated allowable project costs allocated to major project elements;
 - b) The anticipated total amount of PFC revenue that will be used to finance the project; and
 - c) The source and amount of other funds used to finance the projects.

If you do not intend to attend this meeting, but have no objections to our request, please send a letter to me within 30 days of the date of this letter indicating your airlines position.

We look forward to receiving your acknowledgement of this notice and hope to see you at the meeting.

Sincerely,

Barney Helmick
Airport Director
Flagstaff Pulliam Airport

Attachment: Notice of Intent

cc: Stacey Brechler-Knaggs, Grants Manager
Heidi Derryberry, Assistant Finance Director
Wanda Noffz, Accountant



City of Flagstaff

January 6, 2020

Michael Ostler, Manager
Alaska Airlines
19300 International Blvd.
Seattle, WA 98188

Dear Mr. Ostler,

Re: New PFC Application for Flagstaff Pulliam Airport

The City of Flagstaff is planning to submit a PFC Application to the Federal Aviation Administration (FAA) for authority to impose a passenger facility charge for multiple projects. The legislation enabling the City to impose PFCs is contained in FAA 14 CFR Part 158, Passenger Facility Charges; Final Rule. This letter serves as official notice to Alaska Airlines of the City's intent to submit such application. Within 30 days of the date of this notice, Alaska Airlines must provide the City with written acknowledgement that it received the notice.

In addition to providing this letter as notice of the City's intent to impose and use PFCs, the City is required to meet with air carriers operating at the Flagstaff Pulliam Airport to present the proposed project to be funded by PFC revenue. This meeting is scheduled for February 10, 2020 at 10:30 AM in the Flagstaff City Hall East Wing Conference Room. If unable to attend in person, the meeting can be joined by dialing the City's conference line at 1-877-820-7831 and entering Guest Passcode: 129407#.

Within 30 days following the consultation meeting, each carrier must provide the City with a certification of its agreement or disagreement with the amended project. A certification of disagreement shall contain the reasons for such disagreement. The absence of such reasons shall void a certification of disagreement. If a carrier fails to provide the City with timely acknowledgement of this notice or timely certification of agreement or disagreement with the proposed projects, the carrier is considered to have certified its agreement.

It is the City's intent to impose and use the revenue generated by PFCs to partially fund the amended FAA project as detailed in the attached Notice of Intent.

The City is also requesting to exclude all nonscheduled/on-demand class of air carriers. Carriers in this exclusion include: Jet Solutions LLC and Netjets Aviation, Inc. In City of Flagstaff's fiscal year 2018, the total enplanements in this class were 269 or 0.46% of total enplanements. The purpose of this request is to reduce the burden of collection and reporting to those air carriers who are not substantial users of the airport. It is believed the amount of money which would be collected and remitted by these carriers compared to the cost to the air carriers of collection and reporting would create an undue burden on those carriers.

At or before the meeting, the City will provide the air carriers with:

- 1) A project description;
- 2) An explanation of the need for the project; and
- 3) A detailed financial plan for the project, including:
 - a) The estimated allowable project costs allocated to major project elements;
 - b) The anticipated total amount of PFC revenue that will be used to finance the project; and
 - c) The source and amount of other funds used to finance the projects.

If you do not intend to attend this meeting, but have no objections to our request, please send a letter to me within 30 days of the date of this letter indicating your airlines position.

We look forward to receiving your acknowledgement of this notice and hope to see you at the meeting.

Sincerely,

Barney Helmick
Airport Director
Flagstaff Pulliam Airport

Attachment: Notice of Intent, Attachment C

cc: Stacey Brechler-Knaggs, Grants Manager
Heidi Derryberry, Assistant Finance Director
Wanda Noffz, Accountant

**PAGE LEFT AVAILABLE FOR POSTING
OF WEB SITE POSTING OF PUBLIC NOTICE**

“NOTICE OF INTENT”

City of Flagstaff
Flagstaff Pulliam Airport
PFC Application
Request to Exclude Class(es) of Carriers

The City of Flagstaff requests that collection of PFC's not be required by certain classes of carriers for which the number of passengers enplaned annually is no more than one percent of the total number of passengers enplaned annually at Flagstaff Pulliam Airport. The class we are requesting to be excluded is nonscheduled/on-demand air carriers in addition to and along with, the following aeronautic activities which by definition are excluded including sightseeing, military charters, fire jumping, and most life-flight/medivac. The purpose of this request is to reduce the burden of collection and reporting to those air carriers who are not substantial users of the Flagstaff Pulliam Airport. It is believed the amount of money which would be collected and remitted by these carriers compared to the cost to the air carrier for collection and reporting, would result in an undue burden. In the consultation meeting letter to the airlines we disclosed the City's intention to exempt from the PFC collection process these particular classes of carriers. None of the air carriers took issue with this intention.

According to the enplanement by individual carriers for calendar year 2018 report provided by the FAA, the total enplanements were 67,793, and of that total, 642 were nonscheduled/on demand air carriers. This equals 0.99% percent of total annual enplanements. The City of Flagstaff is therefore requesting that collection of PFC's not be required by this class of carriers.

(Note: Above percentage is most up-to-date value until request to FAA for the most recent number of enplanements that were nonscheduled/on demand air carriers. Currently the above percentage is not anticipated to change significantly once the FAA provides an update.)

Attachment G – AIRPORT LAYOUT PLAN (ALP), AIRSPACE, AND ENVIRONMENTAL FINDINGS

Projects not required to be shown on the ALP (City funded only)

1. Design and Construct - Secure Hold Restrooms
2. Design and Construct – TSA Scanner Infrastructure
3. Design and Construct – Ramp Drainage Repair

Projects not required to have airspace findings

1. Apron, Construct (New) - Design
2. Land Purchase for Safety Area – Protection
3. Taxiway and Apron “W” Construction
4. Land Purchase for Safety Area – 60 Acres
5. Rehabilitate and Reconstruct Taxiway “A”
6. Rehabilitate/Upgrade Perimeter/Service Road
7. Rehabilitate Runway 3-21 and Add REILS
8. Design and Construct - Secure Hold Restrooms
9. Design and Construct – TSA Scanner Infrastructure
10. Design and Construct – Ramp Drainage Repair

List of all projects with their environmental determination dates

1. Apron, Construct (New) - Design (FY 2020-2021 SL) – Not submitted
2. Land Purchase for Safety Area – Protection (FY 2021-2022 SL) – Not submitted
3. Taxiway and Apron “W” Construction (FY 2023-2024 FSL) – Not submitted
4. Land Purchase for Safety Area – 60 Acres (FY 2022-2023 SL) – Not submitted
5. Rehabilitate and Reconstruct Taxiway “A” (FY 2024-2025 FSL) – Not submitted
6. Rehabilitate/Upgrade Perimeter/Service Road (FY 2023-2024 SL) – Not submitted
7. Rehabilitate Runway 3-21 and Add REILS (FY 2025-2026 FSL) – Not submitted
8. Design and Construct - Secure Hold Restrooms – In process
9. Design and Construct – TSA Scanner Infrastructure – In process
10. Design and Construct – Ramp Drainage Repair – In process

ATTACHMENT H

Fill in all shaded areas, and break projects into major components.

Public Agency:	City of Flagstaff
Location:	Flagstaff, Arizona
Impose Airport	Flagstaff Pulliam Airport
Use Airport(s):	Flagstaff Pulliam Airport

Prj No.	Project Title	PFC Level	PFC Revenue Requested				AIP Funds	Grant No.	Other Revenue	Total Project Cost	Project Type	PFC Objective		
			Pay-as-you-go	Bond Capital	Financing	Total PFC								
1	Apron, Construct (New) - Design	\$4.50	\$ 35,760	\$ -	\$ -	\$ 35,760	\$728,480	New	\$35,760	\$800,000	Impose Only	▼	Enhance Safety	▼
2	Land Purchase for Safety Area - Protection	\$4.50	\$ 33,525	\$ -	\$ -	\$ 33,525	\$682,950	New	\$33,525	\$750,000	Impose Only	▼	Enhance Safety	▼
3	Taxiway & Apron "W" Construction	\$4.50	\$ 514,050	\$ -	\$ -	\$ 514,050	\$10,471,900	New	\$514,050	\$11,500,000	Impose Only	▼	Enhance Safety	▼
4	Land Purchase for Safety Area - 60 Acres	\$4.50	\$ 89,400	\$ -	\$ -	\$ 89,400	\$1,821,200	New	\$89,400	\$2,000,000	Impose Only	▼	Enhance Safety	▼
5	Rehabilitate & Reconstruct Taxiway "A"	\$4.50	\$ 44,700	\$ -	\$ -	\$ 44,700	\$910,600	New	\$44,700	\$1,000,000	Impose Only	▼	Enhance Safety	▼
6	Rehabilitate/Upgrade Perimeter/Service Road	\$4.50	\$ 201,150	\$ -	\$ -	\$ 201,150	\$4,097,700	New	\$201,150	\$4,500,000	Impose Only	▼	Enhance Safety	▼
7	Rehabilitate Runway 3-21 and Add REILS	\$4.50	\$ 1,879,635	\$ -	\$ -	\$ 1,879,635	\$38,290,730	New	\$1,879,635	\$42,050,000	Impose Only	▼	Enhance Safety	▼
8	Design & Construct-Secure Hold Restrooms	\$4.50	\$ 104,029	\$ -	\$ -	\$ 104,029	\$0	N/A	\$0	\$104,029	Concurrent	▼	Enhance Safety	▼
9	Design & Construct--TSA Scanner Infrastruct.	\$4.50	\$ 60,000	\$ -	\$ -	\$ 60,000	\$0	N/A	\$0	\$60,000	Concurrent	▼	Enhance Safety	▼
10	Design & Construct-Ramp Drainage Repair	\$4.50	\$ 50,000	\$ -	\$ -	\$ 50,000	\$0	N/A	\$0	\$50,000	Concurrent	▼	Enhance Safety	▼
11											Select	▼	Select Objective	▼
12						\$ -				\$0	Select	▼	Select Objective	▼
13						\$ -				\$0	Select	▼	Select Objective	▼
14						\$ -				\$0	Select	▼	Select Objective	▼
15						\$ -				\$0	Select	▼	Select Objective	▼
16						\$ -				\$0	Select	▼	Select Objective	▼
17						\$ -				\$0	Select	▼	Select Objective	▼
18						\$ -				\$0	Select	▼	Select Objective	▼
19						\$ -				\$0	Select	▼	Select Objective	▼
20						\$ -				\$0	Select	▼	Select Objective	▼
Notice Total:			\$3,012,249	\$0	\$0	\$ 3,012,249								

Proposed Excluded Class(es) of Carrier:

ATTACHMENT H

Public Agency:
Location:

City of Flagstaff
Flagstaff, Arizona

Page 2 Fill in all shaded areas

Prj No.	Project Title	Public Agency No.	Detailed Project Description	Physical Dates		Terminal Information					
				Project Start	Project End	Pre-PFC Action			Post-PFC Action		
						Tkt Cntr	Gates	Bag Fac.	Tkt Cntr	Gates	Bag Fac.
1	Apron, Construct (New) - Design	FLG	Taxiway, Rehabilitate - Design of the terminal aircraft apron expansion and relocation of Taxiway "W".	7/1/2020	6/30/2022	N/A	N/A	N/A	N/A	N/A	N/A
2	Land Purchase for Safety Area - Protection	FLG	Acquire land for protection (safety areas) - environmental documentation (CATEX and/or EA) for airside and landside improvements.	7/1/2021	6/30/2023	N/A	N/A	N/A	N/A	N/A	N/A
3	Taxiway & Apron "W" Construction	FLG	Taxiways - rehabilitate taxiway - reconstruct - 1) Construct terminal aircraft apron expansion - \$8,000,000; 2) Taxiway "W" relocation - \$3,500,000.	7/1/2023	9/30/2024	N/A	N/A	N/A	N/A	N/A	N/A
4	Land Purchase for Safety Area - 60 Acres	FLG	Acquire land for protection (safety areas) - purchase 60 +/- acres of land on north side of Airport for airfield safety and approach protection.	7/1/2023	9/30/2024	N/A	N/A	N/A	N/A	N/A	N/A
5	Rehabilitate & Reconstruct Taxiway "A"	FLG	Taxiways: Rehabilitate taxiway. Reconstruct Taxiway "A" pavement improvements (Alpha 6 north to Alpha 1) length, 6,230' and PCI 63 full length.	7/1/2024	9/30/2025	N/A	N/A	N/A	N/A	N/A	N/A
6	Rehabilitate/Upgrade Perimeter/Service Road	FLG	Perimeter/Service Road, rehabilitate - Upgrade approximately 4.5 miles of internal perimeter access road that serves the airfield.	7/1/2024	9/30/2025	N/A	N/A	N/A	N/A	N/A	N/A
7	Rehabilitate Runway 3-21 and Add REILS	FLG	Taxiway, Rehabilitate - Design of the terminal aircraft apron expansion and relocation of taxiway "W". Design and construct rehabilitation and seal coat of taxiway "W" in order to accommodate the fleet mix and operational activity of aircraft utilizing the hanger in the west.	7/1/2025	9/30/2026	N/A	N/A	N/A	N/A	N/A	N/A
8	Design & Construct-Secure Hold Restrooms	FLG	Airport Restroom Secure Hold Area - Design and Build Secure Hold Area Handicapped/standard accessible public use restrooms where no restrooms previously existed for passenger use. (Contractor: Loven Contracting: \$104,029.21)	7/1/2019	12/31/2019	1	1	1	1	1	1
9	Design & Construct--TSA Scanner Infrastruct.	FLG	Remodel for Security-TSA Scanner - Design and build room requirements for new TSA scanner to accommodate the electrical and room requirements for the TSA security equipment provided by the TSA.	7/1/2019	12/31/2019	1	1	1	1	1	1
10	Design & Construct-Ramp Drainage Repair	FLG	Ramp Drainage Repair - Design and construct repairs to existing ramp in a safety loading zone (not a hanger area).	7/1/2019	9/30/2020	1	1	1	1	1	1
11											
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ATTACHMENT H

Public Agency:
Location:

City of Flagstaff
Flagstaff, Arizona

Page 3: Fill in all shaded areas

Prj No.	Project Title	Any Disagree	Describe Disagreement and Source	Public Agency Reason For Proceeding
1	Apron, Construct (New) - Design	Select ▼		
2	Land Purchase for Safety Area - Protection	Select ▼		
3	Taxiway & Apron "W" Construction	Select ▼		
4	Land Purchase for Safety Area - 60 Acres	Select ▼		
5	Rehabilitate & Reconstruct Taxiway "A"	Select ▼		
6	Rehabilitate/Upgrade Perimeter/Service Road	Select ▼		
7	Rehabilitate Runway 3-21 and Add REILS	Select ▼		
8	Design & Construct-Secure Hold Restrooms	Select ▼		
9	Design & Construct--TSA Scanner Infrastruct.	Select ▼		
10	Design & Construct-Ramp Drainage Repair	Select ▼		
11	0	Select ▼		
12		Select ▼		
13		Select ▼		
14		Select ▼		
15		Select ▼		
16		Select ▼		
17		Select ▼		
18		Select ▼		
20		Select ▼		

Submit this worksheet with FAA Form 5500.1

If you have any questions about this worksheet, please contact your local Airports District Office

ATTACHMENT H

Public Agency:
Location:

City of Flagstaff
Flagstaff, Arizona

Page 2 Fill in all shaded areas

				Physical Dates		Terminal Information					
				Physical Dates		Pre-PFC Action			Post-PFC Action		
Prj No.	Project Title	Public Agency No.	Detailed Project Description	Project Start	Project End	Tkt Cntr	Gates	Bag Fac.	Tkt Cntr	Gates	Bag Fac.

Submit this worksheet with FAA Form 5500.1
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ATTACHMENT H

Public Agency:
Location:

City of Flagstaff
Flagstaff, Arizona

Page 4: Fill in shaded area

Prj No.	Project Title	Project Justification	NEPA Finding	Finding Date	Airspace Finding	Finding Date	Case Number	ALP Finding	Finding Date
1	Apron, Construct (New) - Design	Taxiway "W" aligns directly with the runway and is designated to be moved. This move will require expansion of the ramp due to taking away existing ramp.	Cat-X ▼	mm/dd/yyyy	Select ▼			Yes ▼	
2	Land Purchase for Safety Area - Protection	Environmental documentation for airside and landside improvements for upcoming projects such as land acquisition, maintenance equipment building.	EA ▼		Select ▼			Yes ▼	
3	Taxiway & Apron "W" Construction	1) Taxiway "W" aligns directly with the runway and is designated to be moved. This move will require expansion of the ramp due to taking away existing ramp. 2) Relocation of Taxiway "W".	Cat-X ▼		Select ▼			Yes ▼	
4	Land Purchase for Safety Area - 60 Acres	Purchase of land on north side of Runway 3/21 that will allow the airport to own all safety areas and large majority of the approach and departure RPZs.	Cat-X ▼		Select ▼			Yes ▼	
5	Rehabilitate & Reconstruct Taxiway "A"	Taxiway "A" pavement improvements. Mill and overlay as well as localized structural reconstruction of the pavement.	Cat-X ▼		Select ▼			Yes ▼	
6	Rehabilitate/Upgrade Perimeter/Service Road	Perimeter road upgrade includes widening and paving the road to satisfy various demands placed on it related to airfield inspections, perimeter checks, and accessing navigational aids.	Cat-X ▼		Select ▼			Yes ▼	
7	Rehabilitate Runway 3-21 and Add REILS	Taxiway "W" (Alpha 1 to Alpha 4) has not been seal coated since 2014 and will need rehabilitation.	Cat-X ▼		Select ▼			Yes ▼	
8	Design & Construct-Secure Hold Restrooms	Previously all passengers had to exit the secure hold area to use the restrooms and re-process through the security checkpoints. With the new restrooms, passengers are now able to process through security only one time, thereby streamlining the security process an assisting the traveler.	Cat-X ▼		Select ▼			No ▼	
9	Design & Construct--TSA Scanner Infrastruct.	The TSA requires electrical and other room upgrades to accommodate their TSA Scanner. The City has paid for the renovation to safely allow the equipment to operate. This is a public area and PFC funds would be appropriate to use.	Cat-X ▼		Select ▼			No ▼	
10	Design & Construct-Ramp Drainage Repair	The existing ramp in the existing Safety Loading Zone requires significant repairs. This work has been slated for priority repair due to the condition.	Cat-X ▼		Select ▼			No ▼	
11	=Summary Information!B20		Select ▼		Select ▼			Select ▼	
12			Select ▼		Select ▼			Select ▼	
13			Select ▼		Select ▼			Select ▼	
14			Select ▼		Select ▼			Select ▼	
15			Select ▼		Select ▼			Select ▼	
16			Select ▼		Select ▼			Select ▼	
17			Select ▼		Select ▼			Select ▼	
18			Select ▼		Select ▼			Select ▼	
20			Select ▼		Select ▼			Select ▼	

Submit this worksheet with FAA Form 5500.1

If you have any questions about this worksheet, please contact your local Airports District Office

ATTACHMENT H

Public Agency:

Location:

City of Flagstaff
Flagstaff, Arizona

Page 5: For FAA Use

Prj No.	Project Title	PFC Level	Each project project above \$3 meets 158.17(a)(2) and (3), plus comments		Other FAA Comments
1	Apron, Construct (New) - Design	\$4.50	Yes	▼	
2	Land Purchase for Safety Area - Protection	\$4.50	Yes	▼	
3	Taxiway & Apron "W" Construction	\$4.50	Yes	▼	
4	Land Purchase for Safety Area - 60 Acres	\$4.50	Yes	▼	
5	Rehabilitate & Reconstruct Taxiway "A"	\$4.50	Yes	▼	
6	Rehabilitate/Upgrade Perimeter/Service Road	\$4.50	Yes	▼	
7	Rehabilitate Runway 3-21 and Add REILS	\$4.50	Yes	▼	
8	Design & Construct-Secure Hold Restrooms	\$4.50	Yes	▼	
9	Design & Construct--TSA Scanner Infrastruct.	\$4.50	Yes	▼	
10	Design & Construct-Ramp Drainage Repair	\$4.50	Yes	▼	
11	0	\$0.00	Yes	▼	
12		\$0.00	Select	▼	
13		\$0.00	Select	▼	
14		\$0.00	Select	▼	
15		\$0.00	Select	▼	
16		\$0.00	Select	▼	
17		\$0.00	Select	▼	
18		\$0.00	Select	▼	
20		\$0.00	Select	▼	

City of Flagstaff
Flagstaff Pulliam Airport
PFC Application

The City of Flagstaff hereby assures and certifies, with respect to this project that:

1. **Responsibility and authority of the public agency.** It has the legal authority to impose a PFC and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the public agency's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the public agency to act in connection with the application.
2. **Compliance with regulation.** It will comply with all provisions of 14 CFR Part 158.
3. **Compliance with state and local laws and regulations.** It has complied, or will comply, with all applicable State and local laws and regulations.
4. **Environmental, airspace and airport layout plan requirements.** It will not use PFC revenue on a project until the FAA has notified the public agency that:
 - (a) Any actions required under the National Environmental Policy Act of 1969 have been completed;
 - (b) The appropriate airspace finding has been made; and
 - (c) The FAA Airport Layout Plan with respect to the project has been approved.
5. **Non-exclusivity of contractual agreements.** It will not enter into an exclusive long-term lease or use agreement with an air carrier or foreign air carrier for projects funded by PFC revenue. Such leases or use agreements will not preclude the public agency from funding, developing, or assigning new capacity at the airport with PFC revenue.
6. **Carryover provisions.** It will not enter into any lease or use agreement with any air carrier or foreign air carrier for any facility financed in whole or in part with revenue derived from a passenger facility charge if such agreement for such facility contains a carryover provision regarding a renewal option which, upon expiration of the original lease, would operate to automatically extend the term of such agreement with such carrier in preference to any potentially competing air carrier or foreign air carrier seeking to negotiate a lease or use agreement for such facilities.
7. **Competitive access.** It agrees that any lease or use agreements between the public agency and any air carrier or foreign air carrier for any facility financed in whole or in part with revenue derived from a passenger facility charge will contain a provision that permits the public agency to terminate the lease or use agreement if:

- (a) The air carrier or foreign air carrier has an exclusive lease or use agreement for existing facilities at such airport; and
- (b) Any portion of its existing exclusive use facilities is not fully utilized and is not made available for use by potentially competing air carriers or foreign air carriers.

8. Rates, fees, and charges.

- (a) It will not treat PFC revenue as airport revenue for the purpose of establishing a rate, fee or charge pursuant to a contract with an air carrier or foreign air carrier.
- (b) It will not include in its rate base by means of depreciation, amortization, or any other method, that portion of the capital costs of a project paid for by PFC revenue for the purpose of establishing a rate, fee or charge pursuant to a contract with an air carrier or foreign air carrier.
- (c) Notwithstanding the limitation provided in subparagraph (b), with respect to a project for terminal development, gates and related areas, or a facility occupied or used by one or more air carriers or foreign air carriers on an exclusive or preferential basis, the rates, fees and charges payable by such carriers that use such facilities will be no less than the rates, fees and charges paid by such carriers using similar facilities at the airport that were not financed by PFC revenue.

9. Standards and specifications. It will carry out the project in accordance with FAA airport design, construction and equipment standards and specifications contained in advisory circulars current on the date of project approval.

10. Recordkeeping and Audit. It will maintain an accounting record for audit purposes for 3 years after physical and financial completion of the project. All records must satisfy the requirements of 14 CFR part 158 and contain documentary evidence for all items of project costs.

11. Reports. It will submit reports in accordance with the requirements of 14 CFR part 158, subpart D, and as the Administrator may reasonably request.

12. Compliance with 49 U.S.C. 47523 through 47528. It understands 49 U.S.C. 47524 and 47526 require the authority to impose a PFC be terminated if the Administrator determines the public agency has failed to comply with those sections of the United States Code or with the implementing regulations published under the Code.

Greg Clifton, City Manager

Date



HOTEL
MONTE VISIT

2020

FAA Passenger Facility Charge (PFC) Application





Passenger Facility Charges (PFCs)

Background

- Application requires Council approval per FAA regulations
- Fees are paid by passengers based on number of enplanements
- Currently PFCs are capped at \$4.50 per enplanement, no increase is requested
- The City collects PFCs to match grant funded airport capital projects



Passenger Facility Charges (PFCs)

FAA Application Specifics

- The City anticipates to collect \$3,012,249 by October, 2030 to assist funding for project listed in the Airport Capital Improvement Plan
- The Federal share for the City funding would be \$58,005,220
- The State share for the City funding would be \$2,847,390*

*State share is less than City share in this instance due to three projects which the City is requesting 100% PFC fund reimbursement. See "Attachment C - Anticipated Funding Disclosure"



Passenger Facility Charges (PFCs)

FAA Application Specifics cont.

- Without PFCs the City would be obligated to grant matches using City funds
- Recent benefits of PFC projects include:
 - Purchase and receipt of snow removal equipment
 - Completion of the Wildlife Hazard Assessment
 - Completion of the Runway 3/21 Mill & Overlay Project
 - Under contract for Aircraft Rescue Vehicle and Equipment

2020

FAA Passenger Facility Charge (PFC) Application

- Questions?
- Thank you.



CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Katie Brandis, Dispatch Supervisor
Co-Submitter: Stacey Brechler-Knaggs
Date: 01/14/2020
Meeting Date: 01/21/2020



TITLE:

Consideration and Approval of Grant Agreement: Arizona Text-to- 911 Grant Agreement between Arizona Department of Administration Office (ADOA) of Grants and Federal Resources and the City of Flagstaff acting as System Administrator for Coconino County.

STAFF RECOMMENDED ACTION:

Approve the acceptance of the grant from the Arizona Department of Administration Office of Grants and Federal Resources in the amount of \$56,700 for Text- to-911 for Coconino County for a period of five (5) years.

Executive Summary:

Flagstaff Police Department acting as 911 System Administrator for Coconino County Public Safety Answering Points (PSAPs) was awarded \$56,700 in grant funds from the Arizona Department of Administration Office of Grants and Federal Resources. This grant funds the implementation and operational costs of Text-to-911 for Flagstaff Police Department, Williams Police Department, Grand Canyon Police Department, and Page Police Department for a period of five (5) years.

Financial Impact:

The grant award is \$56,700 which will fund all of Coconino County's Text-to 911 operational costs 100%. The FY 2019-20 Budget for this grant program is \$25,200.

Policy Impact:

None

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

Effective Governance - Regional Plan (2030) - Planning, Public Safety, Goal PF.3 Provide high-quality emergency response and public safety services.

Has There Been Previous Council Decision on This:

No. In 2018, the State of Arizona 911 office was combined with the Arizona Department of Administration Office of Grants and Federal Resources Office. In 2017, a federal court in Arizona mandated the State 911 Office to pay for the cost of Text -to-911 state wide so those that are deaf, hearing impaired or unable to speak can have equal access to emergency services.

Options and Alternatives:

Approve the acceptance of the grant or decline the acceptance of the grant.

Background/History:

In 2016, the Arizona Department of Administration Office (ADOA) of Grants and Federal Resources State 911 Office was sued by the National Association of the Deaf (NAD) for not providing Text-to-911 services for those that are hard of hearing or deaf. In 2017, an Arizona federal court ruled that the state 911 fund must include Text-to 911 services for the entire state. In response to the lawsuit, the ADOA Grants and Federal Resources State 911 Office set aside the funds to provide this service statewide. In 2018, The Flagstaff Police Department upgraded the telephone system so that it was ready to implement Text-to-911. The Flagstaff Police Department acting as System Administrator for Coconino County applied for the Text-to-911 grant in 2018 and was approved in October 2019. This grant will pay for the implementation and operational costs of Text-to-911 for Flagstaff Police Department, Williams Police Department, Page Police Department, and Grand Canyon National Park. The goal of the Arizona Department of Administration Office of Grants and Federal Resources State 911 Office is to have the entire State using Text-to-911 by the end of 2021. It will be a requirement for the upcoming FY21 Budget process.

Key Considerations:

There are approximately 250,000 people in Arizona that are deaf, hard of hearing or unable to speak. Implementing Text-to-911 will allow them faster access to emergency services. It will also provide access to emergency services for those in domestic violence or kidnapping situations that might not be able to speak because the suspect is there with them.

Community Benefits and Considerations:

Providing Text-to-911 will provide quick and reliable emergency services for those that are unable to communicate by speaking.

Attachments: [Text to 911 Grant Agreement](#)

ARIZONA DEPARTMENT OF ADMINISTRATION
OFFICE OF GRANTS AND FEDERAL RESOURCES
Arizona Text-to-9-1-1 Program
GRANT AGREEMENT

GFR Grant Number: GFR-AZ911-19-002T

This grant agreement ("**Agreement**") between the City of Flagstaff, through the Flagstaff Police Department, (the "**Grantee**"), acting as the 9-1-1 System Administrator, and the State of Arizona, acting through the Arizona Department of Administration ("**ADOA**"), Office of Grants and Federal Resources ("**GFR**") (sometimes individually, a "**Party**" or collectively, "**Parties**")

I. PURPOSE OF THE AGREEMENT

GFR is tasked with oversight and coordination of State activities related to the administration of the Text-to-9-1-1 Services Fund. A.R.S. § 41-704 authorizes the Office of Grants and Federal Resources, 9-1-1 Program to administer and disburse funds for "necessary or appropriate equipment or service for implementing and operating emergency telecommunication services through political subdivisions of this state."

To be eligible to receive funds from the Text-to-9-1-1 Services Fund, a Public Safety Answering Point (PSAP) must obtain approval by the Arizona 9-1-1 Program prior to the initiation of a deployment project. The Arizona 9-1-1 Program interprets eligible costs to include the cost of deployment of Text-to-9-1-1 and continued support of Text-to-9-1-1 services.

In this capacity, GFR has agreed to provide funds to the Grantee for the one-time costs for deployment of Text-to-9-1-1 and recurring charges for up to five (5) years of continued support (plus any applicable taxes). The GFR shall make payment on behalf of the Grantee, as identified in Paragraph 4, Section 2, Subsection a. of the Agreement

II. BACKGROUND

The State of Arizona strongly encourages Public Safety Answering Points ("PSAPs") to deploy Text-to-9-1-1 services in order to ensure that members of the public who are limited in their ability to use voice communications are able to communicate with PSAPs. Technological advances have made it possible to send and receive text messages to 9-1-1. There are now three ways that a PSAP can send and receive text messages: (1) an ESInet/IP Network Service Interface; (2) a web service; or (3) text to TTY. In 2014, the Federal Communications Commission implemented regulations requiring telephone companies to deliver text messages to PSAPs that request to receive them.

Regulations issued to implement the Americans with Disabilities Act require that a public entity "shall take appropriate steps to ensure that communication with . . . members of the public . . . with disabilities are as effective as communications with others." 28 C.F.R. § 35.160(a). Accordingly, public entities must "furnish appropriate auxiliary aids and services where necessary to afford individuals with a disability . . . an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity of a public entity." 28 C.F.R. § 35.160(b)(1). While Arizona PSAPs have historically met these requirements by

providing TTY accessibility, new and emerging technologies and networks have expanded a PSAP's ability to communicate with people who are deaf and hard of hearing, or who otherwise are limited in their ability to use voice communications.

III. GENERAL PROVISIONS

The parties mutually agree as follows:

A. Scope of Work

1. GFR agrees that the intent of the Grantee is to provide services in support of Text-to-911.
2. The Grantee agrees that it shall maintain all records and materials related to Grantee activities subject to this Agreement.
3. The Grantee and GFR shall make relevant personnel, including personnel hired or contracted by either party, available for discussions and meetings with each other and/or trust entities, when requested by either party. Each party shall provide to the other party; contact names, work addresses, telephone numbers, e-mail addresses, and any other relevant contact information available to each party regarding personnel considered relevant by each party to the activities subject of this Agreement.

B. Method and Terms of Payment

The GFR shall disperse funds as identified in Paragraph 4, Section 2, Subsection a. of the Agreement.

IV. OBLIGATIONS OF THE PARTIES

1. Responsibilities of the Grantee:

- a. Text-to-9-1-1 Services: The PSAP agrees to implement Text-to-9-1-1 services as a result of this funding Agreement and for the completion of the service term. Failure to complete the service term, will require the PSAP to reimburse the Text-to-9-1-1 Services Fund for the remaining term of the service.
- b. Policy, Processes, and Agreements: The PSAP shall consult with its 9-1-1 System Administrator and other affected PSAPs to establish policies, procedures, and/or agreements for the support of Text-to-9-1-1 emergency calls.
- c. Public Education and Outreach: Educating the public regarding the capabilities and responsibilities of 9-1-1 is essential, especially when new services become available for their use. When Text-to-9-1-1 services are deployed, the PSAP or its 9-1-1 system shall inform and educate the public about the services, how they work and what to do during an emergency. The PSAP agrees to implement a public education and outreach initiative regarding Text-to-911 services. As Arizona Administrative Code, R2-1-403.19 requires, the 9-1-1 planning committee chairperson or designee shall implement a plan for a program of public information regarding 9-1-1 service at least 30 days before 9-1-1 service begins. Each PSAP or 9-1-1 region is encouraged to use the NENA messaging, "Call if you can, text if you can't," in its public education efforts. Public education resources can be found at:

1. [FCC Text to 911- FAQ](#)
2. [NENA- SMS Text-to-9-1-1 Resources for PSAPs](#)

- d. Expenditure reporting: The 9-1-1 System Administrator, on behalf of the PSAP, must submit an expenditure report (including invoices for supporting documentation) through *eCivis* within fourteen (14) days of the Certificate of Acceptance with the Service Provider.
 1. *eCivis* is the Sub-recipient Management tool, utilized by the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program Office for post award monitoring.
- e. The System Administrator agrees to submit all request for reimbursements for PSAPs within their 9-1-1 system and requested in the grant application

2. Responsibilities of GFR:

a. Payment

1. This Agreement is for the initial one-time costs and recurring charges for five (5) years, beginning with the Start of Service Date as determined by the vendor agreement. The following costs for the service (plus any applicable taxes) will be paid by the State of Arizona with the Text-to-9-1-1 Services funds. This Agreement includes funding for the following PSAPS: Grand Canyon National Park Service, Flagstaff Police Department, Williams Police Department, and Page Police Department.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$56,700.00
Construction	\$0.00
Other Costs	\$0.00
Total	\$56,700.00

2. It is agreed and understood that the total to be paid for by GFR under this Agreement shall not exceed \$56,700.00 in State funds.
3. Non-Authorized Funding: Funding is **NOT** approved for the following:
 - a. Additional cost for changes needed as a result of regulatory mandates;
 - b. Termination charges;
 - c. Additional positions needed after initial allocation as identified in this Agreement;
 - d. Additional costs as a result of adding new features/functionality;
 - e. Late payment fees due to untimely submittal of invoices to the Arizona 9-1-1 Program Office;
 - f. Replacement needs due to customer reasons;
 - g. Any costs associated with a PSAP move or remodel; or
 - h. Items in the Agreement identified as "optional" and/or with additional costs.

4. Funding through the Text-to-9-1-1 Services Fund does not constitute future funding eligibility through the Arizona 9-1-1 Program.

5. The GRANTEE authorizes the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program to make payment directly to the vendor for services provided under this Agreement.

- b. Project Management: The Arizona 9-1-1 Program Office will provide project management for Text-to-9-1-1 projects. A County/9-1-1 jurisdiction may choose to manage the project themselves however, the associated costs will be borne by the County/9-1-1 jurisdiction. The rules and requirements stated in this document still apply.
- c. Should a County/9-1-1 jurisdiction reject the rules and/or requirements stated in this document or within the Arizona 9-1-1 Text-to-911 Implementation Plan, the Arizona 9-1-1 Program will not provide project management support. Penalties, defined or not defined, fiscal and otherwise, will be borne by the County/9-1-1 jurisdiction.

V. EFFECTIVE DATE, TERM, TERMINATION, RENEWAL, AMENDMENT

A. Effective Date

This Agreement shall become immediately effective upon execution of the Agreement by GFR and the Grantee.

B. Term, Termination, Renewal

The initial term of this Agreement shall begin on July 1, 2019 and terminate on June 30, 2020, unless terminated as provided herein, or extended. Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other party. If this Agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original Agreement shall remain in full force and effect and apply during any extension period

C. Amendment

This Agreement may be modified, altered, extended or amended only in writing and signed by, or on behalf of, both parties.

VI. NOTICES

Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, email, inter-agency mail, or by United States Postal Service, postage prepaid, to the parties at their respective addresses as set forth immediately below:

A. If to the Office of Grants and Federal Resources:

Office of Grants and Federal Resources
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007
Attention: Matthew Hanson

B. If to the GRANTEE:

Flagstaff Police Department
911 E. Sawmill Road
Flagstaff, AZ 86001

VII. ARBITRATION

This Agreement is subject to arbitration to the extent required by A.R.S. § 12-1518, and any such proceeding shall be held in Maricopa County, Arizona.

VIII. NON-AVAILABILITY OF FUNDS

Every payment obligation of the Grantee and GFR under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, either party may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the Grantee, GFR or the State of Arizona in the event this provision is exercised, and the Grantee, GFR and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

IX. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation pursuant to Arizona Revised Statutes § 38-511, the provisions of which are herein incorporated by reference.

X. AUDIT OF RECORDS

Pursuant to Arizona Revised Statutes § 41-1351, the Grantee and GFR shall retain all data, books, and other records relating to this Agreement. The Grantee is subject to all audit oversight policy and procedure established by GFR.

XI. GOVERNING LAW

This Agreement is made under, and is to be construed in accordance with, the laws of the State of Arizona. In the event of litigation arising under, out of, or relating to, this Agreement, GFR and the Grantee hereby stipulate to the exclusive jurisdiction and venue of the Maricopa County Superior Court in Phoenix, Arizona.

XII. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this Agreement supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this Agreement.

XIII. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

XIV. COUNTERPARTS

This Agreement may be executed in any number of duplicate originals or photocopies, all of which (once each party has executed at least one such duplicate original or photocopy) will constitute one and the same document.

XV. INTERPRETATION

This Agreement is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

XVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XVII. SIGNATURE AUTHORITY

A. This grant agreement is entered into and is effective as of the date executed by both parties.

B. By signing below, the signer certifies that the person has the authority to enter into this Agreement and read the foregoing and agrees to accept the provisions herein.

C. All PARTIES to this Agreement acknowledge that signatures by electronic means are acceptable and legally binding.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

Attest:

Clerk

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the GFR with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR OFFICE OF GRANTS AND FEDERAL RESOURCES:

Matthew Hanson, Assistant Director
Arizona Department of Administration
Office of Grants and Federal Resources

Date

Douglas A. Ducey
Governor



Andrew Tobin
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

OFFICE OF THE DIRECTOR
100 NORTH FIFTEENTH AVENUE • SUITE 403
PHOENIX, ARIZONA 85007
(602) 542-1500

October 16, 2019

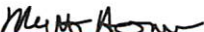
Katie Brandis
Flagstaff Police Department
911 E. Sawmill Road
Flagstaff, AZ 86001

Please accept this letter as formal notice that the grant agreement GFR-AZ911-19-002T was amended to include deployment of text-to-9-1-1 services to the following Public Safety Answer Points (PSAPs), in the Coconino 9-1-1 System: Grand Canyon National Park Service, Flagstaff Police Department, Williams Police Department, and Page Police Department. Grant applications for the four PSAPs have been submitted and approved by the Arizona Department of Administration.

The amended agreement now totals \$56,700 based on quotes submitted and approved in the grant applications.

If you have any questions, please contact an Office of Grants and Federal Resources (GFR), Arizona 9-1-1 Program, staff member at: az911@azdoa.gov

Thank you,


[Matthew Hanson \(Oct 17, 2019\)](#)
Matthew Hanson, CGMS
Assistant Director






Coconino_Flagstaff-Amended GA Letter

Final Audit Report

2019-10-17

Created:	2019-10-17
By:	Anna Haney (Anna.Haney@azdoa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4i5hHVmldvXStntblts6alWPhwtQIIKP

"Coconino_Flagstaff-Amended GA Letter" History

-  Document created by Anna Haney (Anna.Haney@azdoa.gov)
2019-10-17 - 7:22:44 PM GMT- IP address: 208.87.239.180
-  Document emailed to Matthew Hanson (matthew.hanson@azdoa.gov) for signature
2019-10-17 - 7:23:32 PM GMT
-  Email viewed by Matthew Hanson (matthew.hanson@azdoa.gov)
2019-10-17 - 7:38:07 PM GMT- IP address: 66.249.84.220
-  Document e-signed by Matthew Hanson (matthew.hanson@azdoa.gov)
Signature Date: 2019-10-17 - 7:38:34 PM GMT - Time Source: server- IP address: 208.87.239.180
-  Signed document emailed to Anna Haney (Anna.Haney@azdoa.gov) and Matthew Hanson (matthew.hanson@azdoa.gov)
2019-10-17 - 7:38:34 PM GMT



Adobe Sign

8. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Shannon Anderson, Deputy City Manager
Date: 01/14/2020
Meeting Date: 01/21/2020



TITLE:

Consideration and Adoption of Ordinance No. 2020-01: An ordinance repealing part of Ordinance 2018-30 and amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to reestablish the Information Technology Division, reflect the prior abolishment of the Community Enrichment Division, and rename the Utilities Division to the Water Services Division in City Code.

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2020-01 by title only for the final time
- 2) City Clerk reads Ordinance No. 2020-01 by title only (if approved above)
- 3) Adopt Ordinance No. 2020-01

Executive Summary:

In accordance with Charter Article IV Section 1(a), the Council, by ordinance not inconsistent with the City Charter, shall provide for the organization, conduct, and operation of the several offices and departments of the City as established by the Charter, for the creation of additional departments, divisions, offices, and agencies, and for their consolidation, alteration, or abolition.

When the reorganization was presented to City Council in August of 2018 consolidating Management Services and Information Technology, the intent was to have the new City Manager determine where Information Technology best meets the organization's needs. The City Manager's office has evaluated the organizational structure and has determined there is great benefit to having Information Technology be a separate division and part of the City's Leadership Team. The City Code, Chapter 1-18, Administrative Departments, was not updated to reflect the passage of Ordinance 2018-30 so repealing Section 1B of Ordinance 2018-30 will reestablish the Information Technology Division.

City Code, Chapter 1-18, Administrative Departments, should also be amended to reflect the abolishment of the Community Enrichment Division as approved by Council in the adoption of Ordinance 2018-30, as well as the renaming of the Utilities Division to the Water Services Division.

Financial Impact:

There is a budgetary impact when reclassifying the current Information Technology Director from a Section Head to a Division Director. This will be presented and discussed with the budget team during the January 27, 2020 meeting.

Policy Impact:

This reorganization will impact the structure section of the *Employee Advisory Committee* policy 1-10-070 in the Employee Handbook of Regulations. If this ordinance is approved, the Employee Advisory Committee policy changes will be brought to City Council for consideration.

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

Team Flagstaff Strategic Plan: Foster a resilient and economically prosperous City

Has There Been Previous Council Decision on This:

No.

Attachments: Ord. 2020-01
 Organization Chart

ORDINANCE NO. 2020-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, REPEALING PART OF ORDINANCE 2018-30 AND AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-18, ADMINISTRATIVE DEPARTMENTS, TO REESTABLISH THE INFORMATION TECHNOLOGY DIVISION, REFLECT THE PRIOR ABOLISHMENT OF THE COMMUNITY ENRICHMENT DIVISION AND RENAME THE UTILITIES DIVISION TO THE WATER SERVICES DIVISION; PROVIDING REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve this reorganization of City Divisions pursuant to the Flagstaff City Charter, Article IV, Section 1(a); and

WHEREAS, the City Council approved Ordinance 2018-30 on September 18, 2018 to abolish the Community Enrichment Division and consolidate the Information Technology Division with the Management Services Division; and

WHEREAS, City Code, Chapter 1-18, Administrative Departments, was not amended to reflect Council's approval of Ordinance 2018-30; and

WHEREAS, the City's needs are best met having an Information Technology Division, and the Division can be reestablished by repealing Section 1B of Ordinance 2018-30; and

WHEREAS, City Code, Chapter 1-18, Administrative Departments, should be amended to reflect the Council's prior action abolishing the Community Enrichment Division; and

WHEREAS, the City's Utilities Division was previously renamed the Water Services Division, and that change is also reflected in the amendments to Chapter 1-18, Administrative Departments.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. Partial Repeal of Ordinance 2018-30

The City Council hereby repeals Section 1B of Ordinance 2018-30 and reestablishes the Information Technology Division.

SECTION 2. Amend City Code 1-18-001-0001

Flagstaff City Code Section 1-18-001-0001, Departments and Divisions Organized, is hereby amended as follows:

1-18-001-0001 DEPARTMENTS AND DIVISIONS ORGANIZED

DEPARTMENT HEADS: There will be two (2) departments and ~~ten-nine (9)~~ divisions in the City government and the respective department heads shall be deputy city managers who report directly to the City Manager. ~~The two (2) departments shall be:~~

~~A. UTILITIES, SERVICE, SERVICE AND SAFETY~~

~~B. COMMUNITY ENHANCEMENT~~

The ~~ten-nine~~ (409) divisions shall be:

A. FIRE, headed by the Fire Chief.

B. POLICE, headed by the Police Chief.

C. PUBLIC WORKS, headed by the Public Works Director.

D. MANAGEMENT SERVICES, headed by the Management Services Director.

E. ~~UTILITIES~~ WATER SERVICES, headed by the ~~Utilities~~ Water Services Director.

F. COMMUNITY DEVELOPMENT, headed by the Community Development Director.

(Ord. 1930, 02/04/97)

G. ECONOMIC VITALITY, headed by the Economic Vitality Director.

~~H. COMMUNITY ENRICHMENT, headed by the Community Enrichment Director.~~

~~H.~~ INFORMATION TECHNOLOGY, headed by the Information Technology Director.

~~H.~~ HUMAN RESOURCES, headed by the Human Resources Director.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of January 2020.

MAYOR

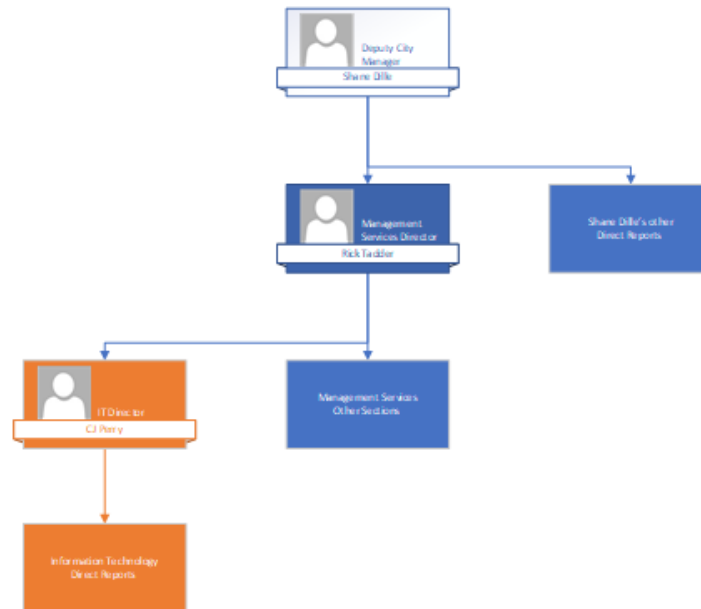
ATTEST:

CITY CLERK

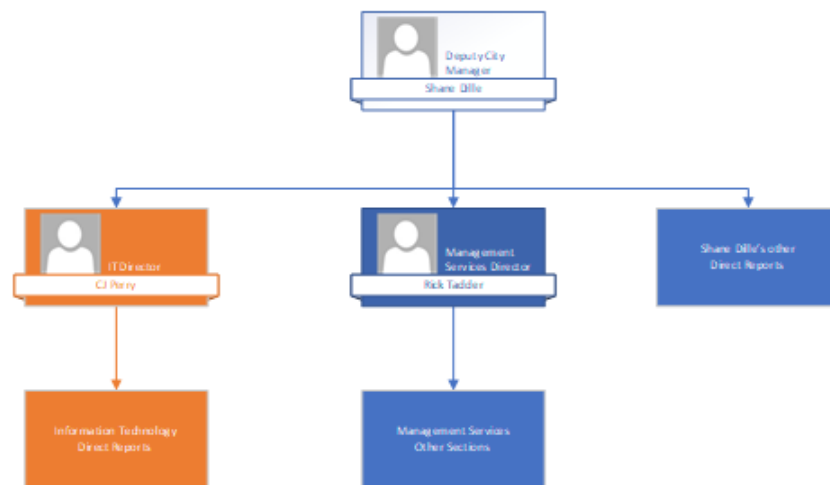
APPROVED AS TO FORM:

CITY ATTORNEY

Current Org Chart



Proposed Org Chart



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council

:

Co-Submitter: Stacey Brechler-Knaggs

Date: 01/14/2020

Meeting Date: 01/21/2020



TITLE:

Consideration and Adoption of Resolution No. 2020-02: A resolution to approve Intergovernmental Agreements (IGAs) between the City of Flagstaff, acting as the 911 System Administrator and Williams Police Department, Page Police Department, and Grand Canyon National Park for the Arizona Text-to-911 Program.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-02 by title only
- 2) City Clerk reads Resolution No. 2020-02 by title only (if approved above)
- 3) Adopt Resolution No. 2020-02

Executive Summary:

Flagstaff Police Department acting as 911 System Administrator for Coconino County Public Safety Answering Points (PSAPs) was awarded \$56,700.00 in grant funds from the Arizona Department of Administration Office of Grants and Federal Resources. This grant funds the implementation and operational costs of Text-to-911 for Flagstaff Police Department, Williams Police Department, Grand Canyon Police Department, and Page Police Department for a period of five (5) years. One of the grant requirements is for the System Administrator to enter into IGAs with the PSAP's they will be paying the Text to 911 system bills for. For Coconino County, this includes Williams Police Department, Page Police Department, and Grand Canyon National Park Service. The IGAs state that if the Arizona Department of Administration Grants and Federal Resources State 911 Office is unable to pay for Text to 911 costs each PSAP will be responsible for paying their portion of the 911 system operating costs.

Staff recommends approval of the IGA's between the City of Flagstaff and Williams Police Department, Page Police Department, and Grand Canyon National Park Service. The IGA's allow the City of Flagstaff to submit and pay the Text to 911 operating bills for the Coconino County Public Safety Answering Points (PSAP's) and be reimbursed by the Arizona Department of Administration Office of Grants and Federal Resources State 911 Office through the Text to 911 Grant in the amount of \$56,700.00.

Financial Impact:

The grant award is \$56,700 which will fund all of Coconino County's Text-to 911 operational costs 100%.

Policy Impact:

None

Connection to Council Goal, Regional Plan:

Effective Governance - Regional Plan (2030) - Planning, Public Safety, Goal PF.3 Provide high-quality emergency response and public safety services.

Has There Been Previous Council Decision on This:

No. In 2018, the State of Arizona 911 office was combined with the Arizona Department of Administration Office of Grants and Federal Resources Office. In 2017, a federal court in Arizona mandated the State 911 Office to pay for the cost of Text -to-911 state wide so those that are deaf, hearing impaired or unable to speak can have equal access to emergency services.

Options and Alternatives:

- Approve the Intergovernmental Agreements required per the Grant Agreement.
- Decline the Intergovernmental Agreements, this action would require the City to then decline the Grant Agreement.

Background/History:

Flagstaff Police Department has been designated by the Arizona Department of Administration Office of Grants and Federal Resources Office State 911 Office as the System Administrator for all PSAP's in Coconino County. In 2018, the State 911 Office was moved to the Arizona Department of Administration Office of Grants and Federal Resources Office. With this change, the Arizona Department of Administration Office of Grants and Federal Resources created a grant program to pay for the costs of Text to 911. System Administrators had to apply for the funds on behalf of the PSAP's in their county to pay the 911 bills. This allows the PSAP's and the System Administrators to be responsible for their bills and to be reimbursed through the grant award by the state. A requirement of the grant is to have agreements in place with the city that is designated System Administrator and the PSAP's they are responsible for.

Key Considerations:

Flagstaff Police Department was designated System Administrator for the PSAP's within Coconino County to include: Williams Police Department, Page Police Department, Grand Canyon National Park. The IGA's assure that if the State is unable to pay the Text to 911 program bills, each PSAP will be responsible for their portion of the cost.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

There are approximately 250,000 people in Arizona that are deaf, hard of hearing or unable to speak. Implementing Text-to-911 will allow them faster access to emergency services. It will also provide access to emergency services for those in domestic violence, kidnapping situations or any other emergency where they would not be able to talk to 911 by voice.

Community Involvement:

One of the grant requirements is community outreach to educate the public about Text to 911. The PSAP's in Coconino County will be working with the media, social media and the AZ Commission of the Deaf and Hard of Hearing to educate the public on proper use of Text to 911.

Expanded Options and Alternatives:

If approved the IGA's would allow the City of Flagstaff, acting as 911 System Administrator to pay the Text to 911 operating bills on behalf of Coconino County PSAP's and be reimbursed from awards from the State 911 Text to 911 grant.

Attachments: Res. 2020-02
 Grand Canyon IGA
 Page IGA
 Williams IGA

RESOLUTION NO. 2020-02

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILLIAMS, CITY OF PAGE, GRAND CANYON NATIONAL PARK, AND THE CITY OF FLAGSTAFF FOR THE ARIZONA TEXT-TO-911 GRANT PROGRAM.

RECITALS:

WHEREAS, the PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona Text-to-911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

WHEREAS, the PARTIES recognize the importance of interagency cooperation; and

WHEREAS, the Arizona Text-to-911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the City of Williams, City of Page, Grand Canyon National Park, and the City of Flagstaff, Arizona, attached hereto ("IGA"), which shall become effective July 1, 2019 ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of January 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

IGA – City of Williams

IGA – City of Page

IGA – Grand Canyon National Park

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA Text-to-911 GRANT PROGRAM
between
the City of Flagstaff
and
Grand Canyon National Park**

This intergovernmental agreement (“Agreement”) is entered into this 21st day of January 2020, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the Grand Canyon National Park (“PARTIES”).

RECITALS

- A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona Text-to-911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and
- B. The PARTIES recognize the importance of interagency cooperation; and
- C. The Arizona Text-to-911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona Text-to-911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

- A. The City of Flagstaff, acting as the Text-to-911 System Administrator, will serve as the grant administer of the 2019-2020 ADOA-GFR Arizona Text-to-911 Grant Award.
- B. The City of Flagstaff, as system administrator will pay the Grand Canyon National Park PSAPs’ operating bills and submit reimbursement to the State under the ADOA-GFR Arizona Text-to-911 Grant Program for the City of Flagstaff to be reimbursed. The Grand

Canyon National Park has been budgeted ten thousand five hundred dollars (\$10,500.00) by the State under the ADOA-GFR Arizona Text-to-911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs) If the City of Flagstaff is not reimbursed for paying the Grand Canyon National Park PSAPs' operating bills by the State, then the Grand Canyon National Park agrees to reimburse the City of Flagstaff for their operating bills.

- C. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.
- D. The Grand Canyon National Park agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the Grand Canyon National Park shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.
- E. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona Text-to-911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

Each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance

Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on January 21, 2020 and terminate on January 20, 2025.

B. This agreement may be renewed or amended for up to five years contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws

Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination

Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries

The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures

Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA Text-to-911 GRANT PROGRAM
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

Authorized signatory:

Name: _____

Title: _____

Attest:

Date of formal approval by governing body:

Name: _____

Title: _____

Attorney's Approval:

Name: _____

Title: _____

Exhibit A

Text to 911 Cost Breakdown			
Flagstaff	25,200.00		
Grand Canyon	10,500.00		
Page	10,500.00		
Williams	10,500.00		
Total	56,700.00		

Exhibit B

ARIZONA DEPARTMENT OF
ADMINISTRATION
OFFICE OF GRANTS AND FEDERAL
RESOURCES
Arizona Text-to-9-1-1 Program
GRANT AGREEMENT

GFR Grant Number: GFR-AZ911-19-002T

This grant agreement (“**Agreement**”) between the City of Flagstaff, through the Flagstaff Police Department, (the “**Grantee**”), acting as the 9-1-1 System Administrator, and the State of Arizona, acting through the Arizona Department of Administration (“ADOA”), Office of Grants and Federal Resources (“**GFR**”) (sometimes individually, a “**Party**” or collectively, “**Parties**”)

I. PURPOSE OF THE AGREEMENT

GFR is tasked with oversight and coordination of State activities related to the administration of the Text-to-9-1-1 Services Fund. A.R.S. § 41-704 authorizes the Office of Grants and Federal Resources, 91-1 Program to administer and disburse funds for “necessary or appropriate equipment or service for implementing and operating emergency telecommunication services through political subdivisions of this state.”

To be eligible to receive funds from the Text-to-9-1-1 Services Fund, a Public Safety Answering Point (PSAP) must obtain approval by the Arizona 9-1-1 Program prior to the initiation of a deployment project. The Arizona 9-1-1 Program interprets eligible costs to include the cost of deployment of Text-to-9-1-1 and continued support of Text-to-9-1-1 services.

In this capacity, GFR has agreed to provide funds to the Grantee for the one-time costs for deployment of Text-to-9-1-1 and recurring charges for up to five (5) years of continued support (plus any applicable taxes). The GFR shall make payment on behalf of the Grantee, as identified in Paragraph 4, Section 2, Subsection a. of the Agreement

II. BACKGROUND

The State of Arizona strongly encourages Public Safety Answering Points (“PSAPs”) to deploy Text-to-91-1 services in order to ensure that members of the public who are limited in their ability to use voice communications are able to communicate with PSAPs. Technological advances have made it possible to send and receive text messages to 9-1-1. There are now three ways that a PSAP can send and receive text messages: (1) an ESInet/IP

Network Service Interface; (2) a web service; or (3) text to TTY. In 2014, the Federal Communications Commission implemented regulations requiring telephone companies to deliver text messages to PSAPs that request to receive them.

Regulations issued to implement the Americans with Disabilities Act require that a public entity “shall take appropriate steps to ensure that communication with . . . members of the public . . . with disabilities are as effective as communications with others.” 28 C.F.R. § 35.160(a). Accordingly, public entities must “furnish appropriate auxiliary aids and services where necessary to afford individuals with a disability . . . an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity of a public entity.” 28 C.F.R. § 35.160(b)(1). While Arizona PSAPs have historically met these requirements by providing TTY accessibility, new and emerging technologies and networks have expanded a PSAP’s ability to communicate with people who are deaf and hard of hearing, or who otherwise are limited in their ability to use voice communications.

III. GENERAL PROVISIONS

The parties mutually agree as follows:

A. Scope of Work

1. GFR agrees that the intent of the Grantee is to provide services in support of Text-to-911.
2. The Grantee agrees that it shall maintain all records and materials related to Grantee activities subject to this Agreement.
3. The Grantee and GFR shall make relevant personnel, including personnel hired or contracted by either party, available for discussions and meetings with each other and/or trust entities, when requested by either party. Each party shall provide to the other party; contact names, work addresses, telephone numbers, email addresses, and any other relevant contact information available to each party regarding personnel considered relevant by each party to the activities subject of this Agreement.

B. Method and Terms of Payment

The GFR shall disperse funds as identified in Paragraph 4, Section 2, Subsection a. of the Agreement.

IV. OBLIGATIONS OF THE PARTIES

1. Responsibilities of the Grantee:

- a. Text-to-9-1-1 Services: The PSAP agrees to implement Text-to-9-1-1 services as a result of this funding Agreement and for the completion of the service term. Failure to complete the service term, will require the PSAP to reimburse the Text-to-9-1-1 Services Fund for the remaining term of the service.

- b. Policy, Processes, and Agreements: The PSAP shall consult with its 9-1-1 System Administrator and other affected PSAPs to establish policies, procedures, and/or agreements for the support of Text-to-9-1-1 emergency calls.
- c. Public Education and Outreach: Educating the public regarding the capabilities and responsibilities of 9-1-1 is essential, especially when new services become available for their use. When Text-to-9-1-1 services are deployed, the PSAP or its 9-1-1 system shall inform and educate the public about the services, how they work and what to do during an emergency. The PSAP agrees to implement a public education and outreach initiative regarding Text-to-911 services. As Arizona Administrative Code, R2-1-403.19 requires, the 9-1-1 planning committee chairperson or designee shall implement a plan for a program of public information regarding 91-1 service at least 30 days before 9-1-1 service begins. Each PSAP or 9-1-1 region is encouraged to use the NENA messaging, “Call if you can, text if you can’t,” in its public education efforts. Public education resources can be found at:
 - 1. [FCC Text to 911- FAQ](#)
 - 2. [NENA- SMS Text-to-9-1-1 Resources for PSAPs](#)
- d. Expenditure reporting: The 9-1-1 System Administrator, on behalf of the PSAP, must submit an expenditure report (including invoices for supporting documentation) through *eCivis* within fourteen (14) days of the Certificate of Acceptance with the Service Provider.
 - 1. *eCivis* is the Sub-recipient Management tool, utilized by the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program Office for post award monitoring.
- e. The System Administrator agrees to submit all request for reimbursements for PSAPs within their 9-1-1 system and requested in the grant application

2. Responsibilities of GFR:

a. Payment

- 1. This Agreement is for the initial one-time costs and recurring charges for five (5) years, beginning with the Start of Service Date as determined by the vendor agreement. The following costs for the service (plus any applicable taxes) will be paid by the State of Arizona with the Text-to-9-1-1 Services funds. This Agreement includes funding for the following PSAPS: Grand Canyon National Park Service, Flagstaff Police Department, Williams Police Department, and Page Police Department.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$0.00

Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$56,700.00
Construction	\$0.00
Other Costs	\$0.00
Total	\$56,700.00

2. It is agreed and understood that the total to be paid for by GFR under this Agreement shall not exceed \$56,700.00 in State funds.
3. Non-Authorized Funding: Funding is **NOT** approved for the following:
 - a. Additional cost for changes needed as a result of regulatory mandates;
 - b. Termination charges;
 - c. Additional positions needed after initial allocation as identified in this Agreement;
 - d. Additional costs as a result of adding new features/functionality;
 - e. Late payment fees due to untimely submittal of invoices to the Arizona 9-1-1 Program Office;
 - f. Replacement needs due to customer reasons;
 - g. Any costs associated with a PSAP move or remodel; or
 - h. Items in the Agreement identified as “optional” and/or with additional costs.
4. Funding through the Text-to-9-1-1 Services Fund does not constitute future funding eligibility through the Arizona 9-1-1 Program.

5. The GRANTEE authorizes the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program to make payment directly to the vendor for services provided under this Agreement.
- b. Project Management: The Arizona 9-1-1 Program Office will provide project management for Text-to-9-1-1 projects. A County/9-1-1 jurisdiction may choose to manage the project themselves however, the associated costs will be borne by the County/9-1-1 jurisdiction. The rules and requirements stated in this document still apply.
 - c. Should a County/9-1-1 jurisdiction reject the rules and/or requirements stated in this document or within the Arizona 9-1-1 Text-to-911 Implementation Plan, the Arizona 9-1-1 Program will not provide project management support. Penalties, defined or not defined, fiscal and otherwise, will be borne by the County/9-1-1 jurisdiction.

V. EFFECTIVE DATE, TERM, TERMINATION, RENEWAL, AMENDMENT

A. Effective Date

This Agreement shall become immediately effective upon execution of the Agreement by GFR and the Grantee.

B. Term, Termination, Renewal

The initial term of this Agreement shall begin on July 1, 2019 and terminate on June 30, 2020, unless terminated as provided herein, or extended. Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other party. If this Agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original Agreement shall remain in full force and effect and apply during any extension period

C. Amendment

This Agreement may be modified, altered, extended or amended only in writing and signed by, or on behalf of, both parties.

VI. NOTICES

Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, email, inter-agency mail, or by United States Postal Service, postage prepaid, to the parties at their respective addresses as set forth immediately below:

A. If to the Office of Grants and Federal Resources:

Office of Grants and Federal
Resources

100 North 15th Avenue, Suite
305 Phoenix, AZ 85007

Attention: Matthew Hanson

B. If to the GRANTEE:

Flagstaff Police
Department 911
E. Sawmill Road
Flagstaff, AZ 86001
Attention: PSAP Manager

VII. ARBITRATION

This Agreement is subject to arbitration to the extent required by A.R.S. § 12-1518, and any such proceeding shall be held in Maricopa County, Arizona.

VIII. NON-AVAILABILITY OF FUNDS

Every payment obligation of the Grantee and GFR under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, either party may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the Grantee, GFR or the State of Arizona in the event this provision is exercised, and the Grantee, GFR and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

IX. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation pursuant to Arizona Revised Statutes § 38-511, the provisions of which are herein incorporated by reference.

X. AUDIT OF RECORDS

Pursuant to Arizona Revised Statutes § 41-1351, the Grantee and GFR shall retain all data, books, and other records relating to this Agreement. The Grantee is subject to all audit oversight policy and procedure established by GFR.

XI. GOVERNING LAW

This Agreement is made under, and is to be construed in accordance with, the laws of the State of Arizona. In the event of litigation arising under, out of, or relating to, this Agreement, GFR and the Grantee hereby stipulate to the exclusive jurisdiction and venue of the Maricopa County Superior Court in Phoenix, Arizona.

XII. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this Agreement supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this Agreement.

XIII. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

XIV. COUNTERPARTS

This Agreement may be executed in any number of duplicate originals or photocopies, all of which (once each party has executed at least one such duplicate original or photocopy) will constitute one and the same document.

XV. INTERPRETATION

This Agreement is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

XVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XVII. SIGNATURE AUTHORITY

A. This grant agreement is entered into and is effective as of the date executed by both parties.

B. By signing below, the signer certifies that the person has the authority to enter into this Agreement and read the foregoing and agrees to accept the provisions herein.

C. All PARTIES to this Agreement acknowledge that signatures by electronic means are acceptable and legally binding.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

Attest:

Clerk

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the GFR with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR OFFICE OF GRANTS AND FEDERAL RESOURCES:

Matthew Hanson, Assistant Director
Arizona Department of Administration
Office of Grants and Federal Resources

Date

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA Text-to-911 GRANT PROGRAM
between
the City of Flagstaff
and
City of Page**

This intergovernmental agreement ("Agreement") is entered into this 21st day of January 2020, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the City of Page, an Arizona municipal corporation with offices at 697 Vista Avenue, Page, Arizona ("PARTIES").

RECITALS

- A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona Text-to-911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino County; and
- B. The PARTIES recognize the importance of interagency cooperation; and
- C. The Arizona Text-to-911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona Text-to-911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

- A. The City of Flagstaff, acting as the Text-to-911 System Administrator, will serve as the grant administer of the 2019-2020 ADOA-GFR Arizona Text-to-911 Grant Award.

- B. The City of Flagstaff, as system administrator will pay the City Of Page PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona Text-to-911 Grant Program for the City of Flagstaff to be reimbursed. The City of Page has been budgeted ten thousand five hundred dollars (\$10,500.00) by the State under the ADOA-GFR Arizona Text-to-911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs). If the City of Flagstaff is not reimbursed for paying the City of Page PSAPs' operating bills by the State, then the City of Page agrees to reimburse the City of Flagstaff for their operating bills.
- C. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.
- D. The City of Page agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the City of Page shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.
- E. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona Text-to-911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

To the extent allowed under Arizona Law, each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall

maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance

Each Party shall bear the risk of its own actions and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on January 21, 2020 and terminate on January 21, 2025.

B. This agreement may be renewed or amended for up to five years contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws

Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination

Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries

The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures

Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA Text-to-911 GRANT PROGRAM
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

Authorized signatory:

Name: _____

Title: _____

Attest:

Date of formal approval by governing body:

Name: _____

Title: _____

Attorney's Approval:

Name: _____

Title: _____

Exhibit A

Text to 911 Cost Breakdown			
Flagstaff	25,200.00		
Grand Canyon	10,500.00		
Page	10,500.00		
Williams	10,500.00		
Total	56,700.00		

Exhibit B

ARIZONA DEPARTMENT OF
ADMINISTRATION
OFFICE OF GRANTS AND FEDERAL
RESOURCES
Arizona Text-to-9-1-1 Program
GRANT AGREEMENT

GFR Grant Number: GFR-AZ911-19-002T

This grant agreement (“**Agreement**”) between the City of Flagstaff, through the Flagstaff Police Department, (the “**Grantee**”), acting as the 9-1-1 System Administrator, and the State of Arizona, acting through the Arizona Department of Administration (“ADOA”), Office of Grants and Federal Resources (“**GFR**”) (sometimes individually, a “**Party**” or collectively, “**Parties**”)

I. PURPOSE OF THE AGREEMENT

GFR is tasked with oversight and coordination of State activities related to the administration of the Text-to-9-1-1 Services Fund. A.R.S. § 41-704 authorizes the Office of Grants and Federal Resources, 91-1 Program to administer and disburse funds for “necessary or appropriate equipment or service for implementing and operating emergency telecommunication services through political subdivisions of this state.”

To be eligible to receive funds from the Text-to-9-1-1 Services Fund, a Public Safety Answering Point (PSAP) must obtain approval by the Arizona 9-1-1 Program prior to the initiation of a deployment project. The Arizona 9-1-1 Program interprets eligible costs to include the cost of deployment of Text-to-9-1-1 and continued support of Text-to-9-1-1 services.

In this capacity, GFR has agreed to provide funds to the Grantee for the one-time costs for deployment of Text-to-9-1-1 and recurring charges for up to five (5) years of continued support (plus any applicable taxes). The GFR shall make payment on behalf of the Grantee, as identified in Paragraph 4, Section 2, Subsection a. of the Agreement

II. BACKGROUND

The State of Arizona strongly encourages Public Safety Answering Points (“PSAPs”) to deploy Text-to-91-1 services in order to ensure that members of the public who are limited in their ability to use voice communications are able to communicate with PSAPs. Technological advances have made it possible to send and receive text messages to 9-1-1.

There are now three ways that a PSAP can send and receive text messages: (1) an ESInet/IP Network Service Interface; (2) a web service; or (3) text to TTY. In 2014, the Federal Communications Commission implemented regulations requiring telephone companies to deliver text messages to PSAPs that request to receive them.

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The parties mutually agree as follows:

A. Scope of Work

1. GFR agrees that the intent of the Grantee is to provide services in support of Text-to-911.
2. The Grantee agrees that it shall maintain all records and materials related to Grantee activities subject to this Agreement.
3. The Grantee and GFR shall make relevant personnel, including personnel hired or contracted by either party, available for discussions and meetings with each other and/or trust entities, when requested by either party. Each party shall provide to the other party; contact names, work addresses, telephone numbers, email addresses, and any other relevant contact information available to each party regarding personnel considered relevant by each party to the activities subject of this Agreement.

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The GFR shall disperse funds as identified in Paragraph 4, Section 2, Subsection a. of the Agreement.

IV. OBLIGATIONS OF THE PARTIES

1. Responsibilities of the Grantee:

- a. Text-to-9-1-1 Services: The PSAP agrees to implement Text-to-9-1-1 services as a result of this funding Agreement and for the completion of the service term. Failure to complete the service term, will require the PSAP to reimburse the Text-to-9-1-1 Services Fund for the remaining term of the service.

- b. Policy, Processes, and Agreements: The PSAP shall consult with its 9-1-1 System Administrator and other affected PSAPs to establish policies, procedures, and/or agreements for the support of Text-to-9-1-1 emergency calls.
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- 1. [FCC Text to 911- FAQ](#)
- 2. [NENA- SMS Text-to-9-1-1 Resources for PSAPs](#)

- d. Expenditure reporting: The 9-1-1 System Administrator, on behalf of the PSAP, must submit an expenditure report (including invoices for supporting documentation) through *eCivis* within fourteen (14) days of the Certificate of Acceptance with the Service Provider.
 - 1. *eCivis* is the Sub-recipient Management tool, utilized by the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program Office for post award monitoring.
- e. The System Administrator agrees to submit all request for reimbursements for PSAPs within their 9-1-1 system and requested in the grant application

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 - 1. This Agreement is for the initial one-time costs and recurring charges for five (5) years, beginning with the Start of Service Date as determined by the vendor agreement. The following costs for the service (plus any applicable taxes) will be paid by the State of Arizona with the Text-to-9-1-1 Services funds. This Agreement includes funding for the following PSAPS: Grand Canyon National Park Service, Flagstaff Police Department, Williams Police Department, and Page Police Department.

APPROVED LINE ITEM PROGRAM BUDGET	
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Supplies	\$0.00
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Construction	\$0.00
Other Costs	\$0.00
Total	\$56,700.00

2. It is agreed and understood that the total to be paid for by GFR under this Agreement shall not exceed \$56,700.00 in State funds.
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 - a.* Additional cost for changes needed as a result of regulatory mandates;
 - b.* Termination charges;
 - c.* Additional positions needed after initial allocation as identified in this Agreement;
 - d.* Additional costs as a result of adding new features/functionality;
 - e.* Late payment fees due to untimely submittal of invoices to the Arizona 9-1-1 Program Office;
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4. Funding through the Text-to-9-1-1 Services Fund does not constitute future funding eligibility through the Arizona 9-1-1 Program.

5. The GRANTEE authorizes the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program to make payment directly to the vendor for services provided under this Agreement.
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 - c. Should a County/9-1-1 jurisdiction reject the rules and/or requirements stated in this document or within the Arizona 9-1-1 Text-to-911 Implementation Plan, the Arizona 9-1-1 Program will not provide project management support. Penalties, defined or not defined, fiscal and otherwise, will be borne by the County/9-1-1 jurisdiction.

V. EFFECTIVE DATE, TERM, TERMINATION, RENEWAL, AMENDMENT

A. Effective Date

This Agreement shall become immediately effective upon execution of the Agreement by GFR and the Grantee.

B. Term, Termination, Renewal

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C. Amendment

This Agreement may be modified, altered, extended or amended only in writing and signed by, or on behalf of, both parties.

VI. NOTICES

Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, email, inter-agency mail, or by United States Postal Service, postage prepaid, to the parties at their respective addresses as set forth immediately below:

A. If to the Office of Grants and Federal Resources:

Office of Grants and Federal
Resources

100 North 15th Avenue, Suite
305 Phoenix, AZ 85007

Attention: Matthew Hanson

B. If to the GRANTEE:

Flagstaff Police
Department 911
E. Sawmill Road
Flagstaff, AZ 86001
Attention: PSAP Manager

VII. ARBITRATION

This Agreement is subject to arbitration to the extent required by A.R.S. § 12-1518, and any such proceeding shall be held in Maricopa County, Arizona.

VIII. NON-AVAILABILITY OF FUNDS

Every payment obligation of the Grantee and GFR under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, either party may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the Grantee, GFR or the State of Arizona in the event this provision is exercised, and the Grantee, GFR and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

IX. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation pursuant to Arizona Revised Statutes § 38-511, the provisions of which are herein incorporated by reference.

X. AUDIT OF RECORDS

Pursuant to Arizona Revised Statutes § 41-1351, the Grantee and GFR shall retain all data, books, and other records relating to this Agreement. The Grantee is subject to all audit oversight policy and procedure established by GFR.

XI. GOVERNING LAW

This Agreement is made under, and is to be construed in accordance with, the laws of the State of Arizona. In the event of litigation arising under, out of, or relating to, this Agreement, GFR and the Grantee hereby stipulate to the exclusive jurisdiction and venue of the Maricopa County Superior Court in Phoenix, Arizona.

XII. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this Agreement supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this Agreement.

XIII. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

XIV. COUNTERPARTS

This Agreement may be executed in any number of duplicate originals or photocopies, all of which (once each party has executed at least one such duplicate original or photocopy) will constitute one and the same document.

XV. INTERPRETATION

This Agreement is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

XVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XVII. SIGNATURE AUTHORITY

A. This grant agreement is entered into and is effective as of the date executed by both parties.

B. By signing below, the signer certifies that the person has the authority to enter into this Agreement and read the foregoing and agrees to accept the provisions herein.

C. All PARTIES to this Agreement acknowledge that signatures by electronic means are acceptable and legally binding.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

Attest:

Clerk

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the GFR with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR OFFICE OF GRANTS AND FEDERAL RESOURCES:

Matthew Hanson, Assistant Director
Arizona Department of Administration
Office of Grants and Federal Resources

Date

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA Text-to-911 GRANT PROGRAM
between
the City of Flagstaff
and
City of Williams**

This intergovernmental agreement (“Agreement”) is entered into effective as of the 21st day of January, 2020, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the City of Williams, an Arizona municipal corporation with offices at 113 S. 1st Street Williams, Arizona (collectively, the “Parties” and individually a “Party”).

RECITALS

A. The Parties desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona Text-to-911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

B. The Parties recognize the importance of interagency cooperation; and

C. The Arizona Text-to-911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona Text-to-911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The Parties agree to the following Procedures:

- A. The City of Flagstaff, acting as the Text-to-911 System Administrator, will serve as the grant administrator of the 2019-2020 ADOA-GFR Arizona Text-to-911 Grant Award.
- B. The City of Flagstaff, as system administrator, will pay the City Of Williams PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona Text-to-911 Grant Program for the City of Flagstaff to be reimbursed. The City of Williams has been budgeted ten thousand five hundred dollars (\$10,500.00) by the State under the ADOA-GFR Arizona Text-to-911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs) If the City of Flagstaff is not reimbursed for paying the City of Williams' PSAPs' operating bills by the State, then the City of Williams agrees to reimburse the City of Flagstaff for their operating bills.
- C. During the term of this Agreement, participating agencies will be monitored periodically by City of Flagstaff staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.
- D. The City of Williams agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the City Of Williams shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.
- E. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona Text-to-911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

To the extent permitted by Arizona Law, each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is

solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance

Each Party shall bear the risk of its own actions and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on January 21, 2020 and terminate on January 21, 2025.

B. This agreement may be renewed or amended for up to five years contingent upon available funding from the State.

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws

Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination

Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information.

11. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries

The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures

Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA Text-to-911 GRANT PROGRAM
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:
City of Williams

Authorized signatory:

Mayor

Attest:

City Clerk

Date of formal approval by governing body:

City of Williams Attorney's Approval:

Mangum, Wall, Stoops & Warden, PLLC

Exhibit A

Text to 911 Cost Breakdown			
Flagstaff	25,200.00		
Grand Canyon	10,500.00		
Page	10,500.00		
Williams	10,500.00		
Total	56,700.00		

Exhibit B

ARIZONA DEPARTMENT OF
ADMINISTRATION
OFFICE OF GRANTS AND FEDERAL
RESOURCES

Arizona Text-to-9-1-1 Program
GRANT AGREEMENT

GFR Grant Number: GFR-AZ911-19-002T

This grant agreement (“**Agreement**”) between the City of Flagstaff, through the Flagstaff Police Department, (the “**Grantee**”), acting as the 9-1-1 System Administrator, and the State of Arizona, acting through the Arizona Department of Administration (“ADOA”), Office of Grants and Federal Resources (“**GFR**”) (sometimes individually, a “**Party**” or collectively, “**Parties**”)

I. PURPOSE OF THE AGREEMENT

GFR is tasked with oversight and coordination of State activities related to the administration of the Text-to-9-1-1 Services Fund. A.R.S. § 41-704 authorizes the Office of Grants and Federal Resources, 91-1 Program to administer and disburse funds for “necessary or appropriate equipment or service for implementing and operating emergency telecommunication services through political subdivisions of this state.”

To be eligible to receive funds from the Text-to-9-1-1 Services Fund, a Public Safety Answering Point (PSAP) must obtain approval by the Arizona 9-1-1 Program prior to the initiation of a deployment project. The Arizona 9-1-1 Program interprets eligible costs to include the cost of deployment of Text-to-9-1-1 and continued support of Text-to-9-1-1 services.

In this capacity, GFR has agreed to provide funds to the Grantee for the one-time costs for deployment of Text-to-9-1-1 and recurring charges for up to five (5) years of continued support (plus any applicable taxes). The GFR shall make payment on behalf of the Grantee, as identified in Paragraph 4, Section 2, Subsection a. of the Agreement

II. BACKGROUND

The State of Arizona strongly encourages Public Safety Answering Points (“PSAPs”) to deploy Text-to-91-1 services in order to ensure that members of the public who are limited in their ability to use voice communications are able to communicate with PSAPs. Technological advances have made it possible to send and receive text messages to 9-1-1. There are now three ways that a PSAP can send and receive text messages: (1) an ESInet/IP

Network Service Interface; (2) a web service; or (3) text to TTY. In 2014, the Federal Communications Commission implemented regulations requiring telephone companies to deliver text messages to PSAPs that request to receive them.

Regulations issued to implement the Americans with Disabilities Act require that a public entity “shall take appropriate steps to ensure that communication with . . . members of the public . . . with disabilities are as effective as communications with others.” 28 C.F.R. § 35.160(a). Accordingly, public entities must “furnish appropriate auxiliary aids and services where necessary to afford individuals with a disability . . . an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity of a public entity.” 28 C.F.R. § 35.160(b)(1). While Arizona PSAPs have historically met these requirements by providing TTY accessibility, new and emerging technologies and networks have expanded a PSAP’s ability to communicate with people who are deaf and hard of hearing, or who otherwise are limited in their ability to use voice communications.

III. GENERAL PROVISIONS

The parties mutually agree as follows:

A. Scope of Work

1. GFR agrees that the intent of the Grantee is to provide services in support of Text-to-911.
2. The Grantee agrees that it shall maintain all records and materials related to Grantee activities subject to this Agreement.
3. The Grantee and GFR shall make relevant personnel, including personnel hired or contracted by either party, available for discussions and meetings with each other and/or trust entities, when requested by either party. Each party shall provide to the other party; contact names, work addresses, telephone numbers, email addresses, and any other relevant contact information available to each party regarding personnel considered relevant by each party to the activities subject of this Agreement.

B. Method and Terms of Payment

The GFR shall disperse funds as identified in Paragraph 4, Section 2, Subsection a. of the Agreement.

IV. OBLIGATIONS OF THE PARTIES

1. Responsibilities of the Grantee:

- a. Text-to-9-1-1 Services: The PSAP agrees to implement Text-to-9-1-1 services as a result of this funding Agreement and for the completion of the service term. Failure to complete the service term, will require the PSAP to reimburse the Text-to-9-1-1 Services Fund for the remaining term of the service.

- b. Policy, Processes, and Agreements: The PSAP shall consult with its 9-1-1 System Administrator and other affected PSAPs to establish policies, procedures, and/or agreements for the support of Text-to-9-1-1 emergency calls.
- c. Public Education and Outreach: Educating the public regarding the capabilities and responsibilities of 9-1-1 is essential, especially when new services become available for their use. When Text-to-9-1-1 services are deployed, the PSAP or its 9-1-1 system shall inform and educate the public about the services, how they work and what to do during an emergency. The PSAP agrees to implement a public education and outreach initiative regarding Text-to-911 services. As Arizona Administrative Code, R2-1-403.19 requires, the 9-1-1 planning committee chairperson or designee shall implement a plan for a program of public information regarding 91-1 service at least 30 days before 9-1-1 service begins. Each PSAP or 9-1-1 region is encouraged to use the NENA messaging, “Call if you can, text if you can’t,” in its public education efforts. Public education resources can be found at:

- 1. [FCC Text to 911- FAQ](#)
- 2. [NENA- SMS Text-to-9-1-1 Resources for PSAPs](#)

- d. Expenditure reporting: The 9-1-1 System Administrator, on behalf of the PSAP, must submit an expenditure report (including invoices for supporting documentation) through *eCivis* within fourteen (14) days of the Certificate of Acceptance with the Service Provider.
 - 1. *eCivis* is the Sub-recipient Management tool, utilized by the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program Office for post award monitoring.
- e. The System Administrator agrees to submit all request for reimbursements for PSAPs within their 9-1-1 system and requested in the grant application

2. Responsibilities of GFR:

- a. Payment
 - 1. This Agreement is for the initial one-time costs and recurring charges for five (5) years, beginning with the Start of Service Date as determined by the vendor agreement. The following costs for the service (plus any applicable taxes) will be paid by the State of Arizona with the Text-to-9-1-1 Services funds. This Agreement includes funding for the following PSAPS: Grand Canyon National Park Service, Flagstaff Police Department, Williams Police Department, and Page Police Department.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$0.00

Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$56,700.00
Construction	\$0.00
Other Costs	\$0.00
Total	\$56,700.00

2. It is agreed and understood that the total to be paid for by GFR under this Agreement shall not exceed \$56,700.00 in State funds.
3. Non-Authorized Funding: Funding is **NOT** approved for the following:
 - a.* Additional cost for changes needed as a result of regulatory mandates;
 - b.* Termination charges;
 - c.* Additional positions needed after initial allocation as identified in this Agreement;
 - d.* Additional costs as a result of adding new features/functionality;
 - e.* Late payment fees due to untimely submittal of invoices to the Arizona 9-1-1 Program Office;
 - f.* Replacement needs due to customer reasons;
 - g.* Any costs associated with a PSAP move or remodel; or
 - h.* Items in the Agreement identified as “optional” and/or with additional costs.
4. Funding through the Text-to-9-1-1 Services Fund does not constitute future funding eligibility through the Arizona 9-1-1 Program.

5. The GRANTEE authorizes the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program to make payment directly to the vendor for services provided under this Agreement.
- b. Project Management: The Arizona 9-1-1 Program Office will provide project management for Text-to-9-1-1 projects. A County/9-1-1 jurisdiction may choose to manage the project themselves however, the associated costs will be borne by the County/9-1-1 jurisdiction. The rules and requirements stated in this document still apply.
 - c. Should a County/9-1-1 jurisdiction reject the rules and/or requirements stated in this document or within the Arizona 9-1-1 Text-to-911 Implementation Plan, the Arizona 9-1-1 Program will not provide project management support. Penalties, defined or not defined, fiscal and otherwise, will be borne by the County/9-1-1 jurisdiction.

V. EFFECTIVE DATE, TERM, TERMINATION, RENEWAL, AMENDMENT

A. Effective Date

This Agreement shall become immediately effective upon execution of the Agreement by GFR and the Grantee.

B. Term, Termination, Renewal

The initial term of this Agreement shall begin on July 1, 2019 and terminate on June 30, 2020, unless terminated as provided herein, or extended. Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other party. If this Agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original Agreement shall remain in full force and effect and apply during any extension period

C. Amendment

This Agreement may be modified, altered, extended or amended only in writing and signed by, or on behalf of, both parties.

VI. NOTICES

Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, email, inter-agency mail, or by United States Postal Service, postage prepaid, to the parties at their respective addresses as set forth immediately below:

A. If to the Office of Grants and Federal Resources:

Office of Grants and Federal
Resources

100 North 15th Avenue, Suite
305 Phoenix, AZ 85007

Attention: Matthew Hanson

B. If to the GRANTEE:

Flagstaff Police
Department 911
E. Sawmill Road
Flagstaff, AZ 86001
Attention: PSAP Manager

VII. ARBITRATION

This Agreement is subject to arbitration to the extent required by A.R.S. § 12-1518, and any such proceeding shall be held in Maricopa County, Arizona.

VIII. NON-AVAILABILITY OF FUNDS

Every payment obligation of the Grantee and GFR under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, either party may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the Grantee, GFR or the State of Arizona in the event this provision is exercised, and the Grantee, GFR and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

IX. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation pursuant to Arizona Revised Statutes § 38-511, the provisions of which are herein incorporated by reference.

X. AUDIT OF RECORDS

Pursuant to Arizona Revised Statutes § 41-1351, the Grantee and GFR shall retain all data, books, and other records relating to this Agreement. The Grantee is subject to all audit oversight policy and procedure established by GFR.

XI. GOVERNING LAW

This Agreement is made under, and is to be construed in accordance with, the laws of the State of Arizona. In the event of litigation arising under, out of, or relating to, this Agreement, GFR and the Grantee hereby stipulate to the exclusive jurisdiction and venue of the Maricopa County Superior Court in Phoenix, Arizona.

XII. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this Agreement supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this Agreement.

XIII. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

XIV. COUNTERPARTS

This Agreement may be executed in any number of duplicate originals or photocopies, all of which (once each party has executed at least one such duplicate original or photocopy) will constitute one and the same document.

XV. INTERPRETATION

This Agreement is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

XVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XVII. SIGNATURE AUTHORITY

A. This grant agreement is entered into and is effective as of the date executed by both parties.

B. By signing below, the signer certifies that the person has the authority to enter into this Agreement and read the foregoing and agrees to accept the provisions herein.

C. All PARTIES to this Agreement acknowledge that signatures by electronic means are acceptable and legally binding.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

Attest:

Clerk

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the GFR with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR OFFICE OF GRANTS AND FEDERAL RESOURCES:

Matthew Hanson, Assistant Director
Arizona Department of Administration
Office of Grants and Federal Resources

Date

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Carmen Pryer, Real Estate Specialist
Date: 01/14/2020
Meeting Date: 01/21/2020



TITLE:

Consideration and Adoption of Ordinance No. 2020-03: An ordinance of the Flagstaff City Council ratifying the grant and reservation of easements; and formally accepting dedications and donations of easements and real property interests; delegating authority; and establishing an effective date.
(approving receipt/transfer of easements and real property interests)

STAFF RECOMMENDED ACTION:

At the January 21, 2020 Council Meeting:

- 1) Read Ordinance No. 2020-03 by title only for the first time
- 2) City Clerk reads Ordinance No. 2020-03 by title only (if approved above)

At the February 4, 2020 Council Meeting:

- 3) Read Ordinance No. 2020-03 by title only for the final time
- 4) City Clerk reads Ordinance No. 2020-03 by title only (if approved above)
- 5) Adopt Ordinance No. 2020-03

Executive Summary:

The City regularly receives real property interests from private property owners during the development review process. Typically these real property interests are acquired by dedication or donation. These acquisitions may be for drainage, utilities, the urban trails system, slopes, rights-of-way or other public purposes.

The City also regularly grants or reserves utility easements across City property necessary for City projects or buildings.

This ordinance will ratify the easements and real property either received or granted by City.

Financial Impact:

Real property is considered a fixed asset in the City. Until City Council approves an ordinance accepting the acquisitions, the real property value is not recognized in an audit so while there is not an actual financial expenditure associated with these acquisitions, there is a fixed asset value the City receives through this action.

Policy Impact:

None

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE**

Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Has There Been Previous Council Decision on This:

Council has ratified other real property transactions and easements approved through the development review process. This ratification usually occurs on an annual basis. The Council adopted a similar Ordinance No. 2019-03 on April 16, 2019.

Options and Alternatives:**1. Adopt the Ordinance**

Pros: Formally approving the real property interest transactions conforms with City practices.

Cons: None.

2. Do not adopt the Ordinance. In this case, transactions may be voided or there would be a further discussion as to appropriate action.

Pros: None identified.

Cons: This may result in loss of legal rights to use properties for utilities, trails, drainage, and other public purposes.

Background/History:

The City Charter requires the acquisition and disposition of real property by ordinance. The City generally applies this principle to lesser interests as well.

Key Considerations:

The real property interests received or transferred are necessary for the provision of services as the community grows and the liability assumed is consistent with these same real property rights throughout the community.

Community Benefits and Considerations:

The Flagstaff community will benefit from acquisition of real property interests that are used by and serve community needs

Attachments: Ord. 2020-03
 Exhibit A

ORDINANCE NO. 2020-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, RATIFYING THE GRANT AND RESERVATION OF EASEMENTS; AND FORMALLY ACCEPTING DEDICATIONS AND DONATIONS OF EASEMENTS AND REAL PROPERTY INTERESTS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff("City") has received dedications and donations of easements and real property interests across private property which have not yet been formally accepted by City Council; and

WHEREAS, the City has granted and reserved easements across City property for City projects, which have not yet been ratified by City Council;

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: In General

That the City formally accepts the dedication and donations of easements and real property as listed in Exhibit A, attached to this ordinance.

That the City ratifies the grants and reservations of easements across City property as listed in Exhibit A, attached to this ordinance.

SECTION 2: Delegation of Authority

That the City Manager, the City Attorney, the City Clerk, the Finance Director, the City Real Estate Manager, or other employees or agents as deemed necessary are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

SECTION 3: Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 4th day of February, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

Exhibit A – Easement and Right of Way List

Exhibit A								
<u>Property Type</u>	<u>Parcel Number</u> <u>Locator</u>	<u>Project</u>	<u>Location</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Property Size in Acres</u>	<u>Document Number</u>	<u>Date Recorded</u>
Right-of-Way	107-15-014A	Sunnyside Phase 5 E Improvement Project	2326 E. Spruce Avenue	Malvern John Reid III	City of Flagstaff	0.0025	3823556	8/24/2018
Water Easement	113-26-003Y	County Medical	4402 E. Huntington	Coconino County	City of Flagstaff	0.00293	3838155	3/28/2019
Water Easement	113-26-003Y	County Medical Examiner	4402 E. Huntington Drive	Coconino County	City of Flagstaff	0.00293	3838156	3/28/2019
Water Easement	Portion 116-61-013	Swift Travel Center	Tract 5B of the Pulliam	City of Flagstaff	City of Flagstaff	0.01007	3839381	4/15/2019
Sidewalk Easement Reservation	Portion 116-61-013	Swift Travel Center	Tract 5B of the Pulliam Airport Airpark	City of Flagstaff	City of Flagstaff	0.0013	3839383	4/15/2019
Public Utilities and	11323007D	Ceiba	3745 E. Huntington	Ceiba Holding LLC	City of Flagstaff	0.18	3839956	4/23/2019
APS Easement	112-19-010C	Trailside Apartment	521 West University	City of Flagstaff	APS	0.0087	3843018	5/30/2019
APS Easement	112-20-012B	Trailside Apartment	3101 South Beulah	City of Flagstaff	APS	0.0064	3843019	5/30/2019
Water Easement	11228010A	VP Cinema LLC	1959 S. Woodlands	VP Cinema LLC	City of Flagstaff	0.02	3844343	6/17/2019

<u>Property Type</u>	<u>Parcel Number Locator</u>	<u>Project</u>	<u>Location</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Property Size in Acres</u>	<u>Document Number</u>	<u>Date Recorded</u>
Right-of-Way for Bus Stop	11228010A	VP Cinema LLC	1959 S. Woodlands	VP Cinema LLC	City of Flagstaff	0.1059	3844344	6/17/2019
Right of Way	113-26-003H	Industrial Drive ST 3056A	3900 E. Industrial Drive	Block-lite Company	City of Flagstaff	1.931	3849108	8/7/2019
Affidavit of Correction is for the	113-26-003H	Industrial Drive	3900 E. Industrial Drive	Block-lite Company	City of Flagstaff	0.76	3849756	8/15/2019
Temporary Construction	113-26-003H	Industrial Drive	3900 E. Industrial	Block-lite Company	City of Flagstaff	.32 acres	3849757	8/15/2019
Temporary Construction Easement	101-45-150	West Flag Improvement Project	587 N. Switzer	Switzer Canyon Village TH Assoc	City of Flagstaff		3852298	9/12/2019
Water Easement Reservation	104-45-150	West Flag Improvement Project	587 N Switzer	Switzer Canyon Village TH Assoc	City of Flagstaff	0.078	3852299	9/12/2019
Temporary Ingress / Egress Easement	106-04-007B	Woodshire on Butler	2989 E. Butler Ave	City of Flagstaff	Woodshire on Butler, LLC	1.23	3854775	10/8/2019
Utility -APS	100-10-010C & 100-10- 009A	100-10-009B	Beaver St. & Alley	City of Flagstaff	APS	0.00284	3856951	11/1/2019
Right-of-Way	116-61-008A	Future widening of John Wesley	John Wesley Powell Blvd	City of Flagstaff	City of Flagstaff	0.129	3858649	11/21/2019
Right-of-Way	116-61-005A	Future widening of John Wesley	John Wesley Powell Blvd	City of Flagstaff	City of Flagstaff	1.08	3858649	11/21/2019

<u>Property Type</u>	<u>Parcel Number Locator</u>	<u>Project</u>	<u>Location</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Property Size in Acres</u>	<u>Document Number</u>	<u>Date Recorded</u>
Right-of-Way	116-61-006	Future widening of John Wesley	John Wesley Powell Blvd	City of Flagstaff	City of Flagstaff	0.725	385649	11/21/2019
Right-of-Way	106-08-026	Fourth Street Improvement Project	Fourth St. & Sparrow	FUSD District Number One	City of Flagstaff	0.0765	3857734	11/12/2019

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jack Fitchett, Management Analyst
Co-Submitter: Sarah Langley
Date: 01/14/2020
Meeting Date: 01/21/2020



TITLE

Consideration and Approval: Federal & State Legislative Priorities - Amendments

Staff recommends approving all amendments to the intergovernmental priorities (Federal and State).

STAFF RECOMMENDED ACTION:

Staff recommends approving all amendments to the intergovernmental priorities (Federal and State).

EXECUTIVE SUMMARY:

Adoption of the 2020 Intergovernmental Priorities will provide Staff, State Lobbyist Todd Madeksza, and Federal Lobbyist Bob Holmes with substantive direction to guide their work through the 2020 legislative session. The 2020 Intergovernmental Priorities are divided into State and Federal priorities.

A draft version of the 2020 Intergovernmental Priorities was presented to Council on November 19, 2019, and a revised version was presented to Council on December 17, 2019. At the December 17, 2019, Council meeting, Council requested minor revisions and then approved the remaining state and federal legislative priorities. Accordingly, the proposed text of the remaining priorities/agenda points are attached for Council review and direction.

INFORMATION:

Connection to Council Goals

- Economic Development
- Affordable Housing
- Social Justice
- Transportation and other public infrastructure
- Climate change
- Environmental & Natural Resources

Connection to Priority Based Budgeting Results

- Safe & Healthy Community
- Inclusive & Engaged Community
- Sustainable, Innovative Infrastructure

- Robust, Resilient Economy
- Livable Community
- Environmental Stewardship

Has There Been a Previous Council Decision on This Topic?

On November 19, 2019, and December 17, 2019, the City Council gave feedback on the draft 2020 State and Federal Intergovernmental Priorities.

Attachments: [Amendments](#)
 [Final Federal Priorities](#)
 [Final State Priorities](#)

Federal & State Legislative Priorities- Amendments

Federal

Transfer of Federal Jurisdictions: Oppose the transfer of federal lands to state or municipal governments, except for transfers that further Council Goals and the voter-approved Flagstaff Regional Plan 2030. Additionally, support the clarification of jurisdictional authorities over Waters of the United States as well as the opportunity to provide consistent state-run protection of Arizona's waters.

Veterans: Support legislation that improves the lives of all veterans and their families.

State

Gun Sense (Agenda): Support legislation that ensures the protection of all people, furthers gun reform laws, and ensures background check loopholes are closed.

Local Control (Priority): Support legislation that preserves or enhances the City's ability to govern locally and oppose legislation that reduces or restricts the City's local authority.

Veterans (Agenda): Support legislation that improves the lives of all veterans and their families.



2020 City of Flagstaff Federal Legislative Agenda

ECONOMY

- **Rio de Flag Flood Control Project** - Fully fund this important community project at \$52 million that will remove more than half of the City's residents, as well as the downtown and NAU areas, from the flood plain and protect \$1 billion or more in property assets, as well as encourage future economic development in the Historic Downtown and Southside areas.

TRANSPORTATION & INFRASTRUCTURE

- **Flagstaff Airport** – Advocate for funding for projects included in the Flagstaff Airport five-year Capital Improvement Program.
- **Gasoline Tax** - Advocate for an increase in the gasoline tax in order to help fund transportation improvements.
- **4th Street Project** – Advocate for \$15.8 million BUILD grant for the Fourth Street Complete Street Corridor Project.
- **Amtrak** – Promote funding and infrastructure renewal for long-distance passenger train services as a generator of economic development for municipalities located in the I-40 corridor.

COMMUNITY INFRASTRUCTURE

- **Affordable Housing** – Support legislative action to ensure full funding of Public Housing, Section 8 Housing Choice Voucher Program and the Community Development Block Grant program.
- **Immigration Reform** – Advocate for Deferred Action for Childhood Arrivals (DACA) and other federal immigration policies that help keep familiarizes together while supporting their higher education goals.
- **Veterans** - Support legislation that improves the lives of all veterans and their families

ENVIRONMENT

- **Ensure Public Health Near Uranium Mining Sites** - Support H.R. 1373 in preventing uranium mining in areas surrounding Grand Canyon National Park and strengthen the laws, regulations and policies that govern uranium mining to ensure protection for public health and safety.
- **Strengthen Uranium Transport Standards** – Urge Arizona Department of Transportation and/or United States Department of Transportation to strengthen uranium transport standards to reduce the possibility of contamination.
- **Flagstaff Watershed Protection Project** – Leverage City voter approved Flagstaff Watershed Protection Project (FWPP) funding with federal dollars to maximize investments in community and watershed protection and forest health; \$8.5M is required to complete FWPP. Additionally, ensure that resources and funding continue to flow to important regional projects such as the Four Forests Restoration Initiative (4FRI), NAU's Ecological Restoration Institute (ERI) and USFS forest products modernization efforts.
- **Carbon Fee & Dividend Legislation** – Urge the federal government to pass carbon fee and dividend legislation in support of climate change mitigation.
- **Transfer of Federal Jurisdictions:** Oppose the transfer of federal lands to state or municipal governments, except for transfers that further Council Goals and the voter-approved Flagstaff Regional Plan 2030. Additionally, support the clarification of jurisdictional authorities over Waters of the United States as well as the opportunity to provide consistent state-run protection of Arizona's waters.

2020 CITY OF FLAGSTAFF STATE LEGISLATIVE AGENDA

MUNICIPAL PRINCIPLES OVERVIEW

- **Preserve Local Decision-making** – Support legislation that preserves or enhances the City’s ability to govern locally and oppose legislation that reduces or restricts the City’s local authority.
- **Preserve Existing Revenue Sources** – Support legislation that preserves or enhances existing revenue sources and oppose proposals that reduce or restrict the use of existing revenues.
- **Maintain Flexibility in Service Delivery** – Support legislation that enables the City to provide services desired by residents and oppose legislative attempts to require additional services without providing the revenue necessary to fund the services.
- **Preserve Local Investments** – Support proposals that protect the City’s investment in infrastructure, capital, enterprises, proactive forest health and restoration, and partnerships for Rio De Flag funding.

PLANNING AND GROWTH

- **Economic Development** – Support legislation that will enhance the City’s economic development conditions; provide infrastructure to attract economic development, increase sustainable housing and strengthen the City’s workforce.
- **Colleges & Universities** – Advocate for state funding and legislation that supports colleges and universities.
- **Land Use Planning** – Preserve local decision-making to set land use and development policies, allowing the City to continue to provide opportunities for citizen-driven planning while monitoring any legislation that may impact local planning authority.
- **Local Water Decisions** – Support proposals that strengthen the City’s water management strategies and oppose those that lessen the ability of the City to proactively manage its water resources.
- **Statewide Water Management** – Support proposals that improve the state’s management of the Colorado River water and groundwater and protect local groundwater for municipal stakeholders and municipal water users. Support local and state control of waters unique to Arizona and advocate for a Waters of Arizona definition.

INFRASTRUCTURE/TRANSPORTATION

- **Highway User Revenue Fund** – Support legislation that strengthens funding to the City and oppose policies that deplete City resources for road maintenance and infrastructure.
- **Aviation** – Support legislation that maintains necessary funding for city airports. Secure and maintain a greater and more consistent fuel supply.
- **Regional Transportation Funding, Projects, and Planning** – Support efforts to further develop and maintain the Northern Arizona regional freeway system and City-endorsed transit projects.

PUBLIC SAFETY & WELFARE

- **Weapons** – Oppose legislation that limits local decision-making in regulating weapons in publicly accessible building.
- **Gun Sense** – Support legislation that ensures the protection of all people from gun violence, furthers gun reform laws, and ensures background check loopholes are closed.
- **Emergency Response** – Support legislation that preserves and enhances the ability of the City to strategically plan for and respond to emergencies.
- **Veterans** – Support Legislation that improves the lives of all veterans and their families.

FISCAL POLICY/REVENUES/TAXES

- **Revenues** – Protect and recover state shared revenues.
- **Unfunded Mandates** – Support legislation that limits state unfunded mandates and that will enhance further fiscal analysis, prior to imposing state mandates on local governments.
- **Taxes** – Monitor policies that would restructure sales, property and income taxes and be vigilant of shifting tax burdens that would result from proposed changes.
- **Senate Bill 1487** – Repeal SB 1487, which allows for State Legislatures to file complaints that would potentially withhold state shared revenues and diminish local authority by circumventing the constitutional protections of due process.

LOCAL OPERATIONS

- **Dark Sky Community** – Support legislation that preserves and protects dark sky communities.
- **Elections** – Support legislation that maintains local decision-making for elections administration and protecting voter rights.
- **Supporting Partnerships** – Monitor and consider support for policies that favorably affect and adequately fund the City’s municipal, educational and economic development partners.

2020 CITY OF FLAGSTAFF STATE LEGISLATIVE AGENDA

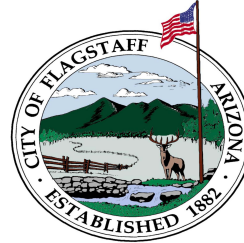
SPECIFIC AREAS OF FOCUS FOR 2020 SESSION

List order is not indicative of priority level:

- **Local Control:** Support legislation that preserves or enhances the City's ability to govern locally and oppose legislation that reduces or restricts the City's local authority.
- **Short- Term / Vacation Rentals:** Support legislation in conjunction with stakeholders to allow for local regulations over investor-owned residential properties used as short-term /vacation rentals. Ensure fairness between hotels, motels, and short-term /vacation rentals.
- **State Shared Revenues:** Oppose new legislation that would further divert shared revenues, especially due to citizen initiatives. Support legislation that will protect and recover state shared revenues to municipalities.
- **Forest Health:** Advocate for investing in forest health treatments on state-owned land in the Flagstaff region.
- **State Highway Funds:** Advocate for additional funding to the Arizona Department of Transportation to plan, build and maintain projects that affect Northern Arizona.
- **Social Service Providers:** Advocate for 100% funding from the state legislature to fully fund and reimburse all social service providers.
- **Aquifer Protection Permits:** Urge ADEQ to require mine specific aquifer protection permits rather than general aquifer protection permits.
- **Emergency Response:** Support legislation preserving and enhancing the ability of the City to strategically plan for and respond to emergencies protecting the citizens, visitors, assets and natural resources.

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Scott Overton, Streets Section Director
Date: 01/14/2020
Meeting Date: 01/21/2020



TITLE:

Consideration and Adoption of Ordinance No. 2020-02: An ordinance of the City Council of the City of Flagstaff, Repealing Chapter 8-01 of the Flagstaff City Code, Sidewalks, and adopting a new Chapter 8-01 of the Flagstaff City Code, Sidewalks, to provide for revised standards and procedures; providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the January 21, 2020 Council Meeting:

- 1) Read Ordinance No. 2020-02 by title only for the first time
- 2) City Clerk reads Ordinance No. 2020-02 by title only (if approved above)

At the February 4, 2020 Council Meeting:

- 3) Read Ordinance No. 2020-02 by title only for the final time
- 4) City Clerk reads Ordinance No. 2020-02 by title only (if approved above)
- 5) Adopt Ordinance No. 2020-02

Executive Summary:

In the City of Flagstaff, there are over 270 miles of existing sidewalk. City of Flagstaff planning and regulatory documents emphasize the value of a walkable community and the desire to encourage multi-modal transportation and alternatives to the motor vehicle. City sidewalks are in various states and conditions citywide; many locations are passable and in good condition. Neighborhoods that have more significant issues are a result of age, poor soil conditions, vegetation and tree encroachments, severe degradation of surfaces and/or the vertical displacement of panels as a result of freeze-thaw cycles. Repair techniques, treatment types and methods will often vary with the various issues; grinding, cutting or panel replacement are common in all communities.

The Streets Section has the desire to repeal and replace Chapter 8-01 of the Flagstaff City Code, Sidewalks, with a new chapter that reflects a more comprehensive sidewalk inspection program, provides clear expectations of the city and property owner and establishes clarity of financial responsibility, city participation and capital programming. Staff also recognized that Chapter 8-01 contained some outdated language and conflicting provisions. Considering the original ordinance was adopted in 1903, and amended in 1916 and 1989, a thorough review of Chapter 8-01 and underlying policy was warranted and is presented for your consideration and adoption.

The changes from the original ordinance are as follows:

- Replaces language that was unclear or dated. (8-01-001-0001)
- Provides clear direction of notice to be provided to property owner. (8-01-001-0002-A)
- Provides permitting and inspection direction per the City of Flagstaff Engineering Standards.

(8-01-001-002-B,C)

- States that City has the right to make repairs and assess property owners the cost of repairs.

(8-01-001-0002-C,D)

- Establishes clear collection procedures and restitution process. (8-01-001-0002-E)
- Directs the Streets Director to develop an inspection program. (8-01-001-0003-B)
- Allows Council to establish fund to repair and provide assistance to residential property owners. (8-01-001-0004)

Financial Impact:

The adjacent property owner has the duty to maintain the sidewalk and repair as needed. The cost is property owners responsibility; however, must ensure the repair is made. This may result in a financial impact to the City if property owners do not fulfill their obligations and responsibilities.

In the event that the City makes any repairs to a sidewalk after failure of the responsible party to do so, the Director shall file in the office of the Clerk a verified, itemized statement of the cost of such repairs, which statement when so filed shall be deemed and taken as prima facie evidence of the cost of such repairs or renewals. The Director shall deliver via certified mail to the property owner a copy of the itemized statement of the cost repairs. If the property owner fails to pay the assessment within forty-five (45) days after receiving notice, a lien may be filed against the adjacent property and filed with the Coconino County assessor. The City may also pursue additional collection methods and any civil remedies available to obtain restitution for the costs of said repair.

The City Council may provide an annual fund to assist residential property owners with the cost to repair sidewalks adjacent to their property; however, any such funding shall be subject to the City's available funding resources for a given fiscal year.

Residential property owners who identify an adjacent sidewalk in need of repair, or receive notice from the City that an adjacent sidewalk is in need of repair, may request assistance from the City's cost share fund not to exceed fifty percent (50%) of the total cost of the repair.

The city currently has \$15,000 of Highway User Revenue Funds (HURF) dedicated to the 50/50 program and sidewalk repairs. It is anticipated that funding increases will be requested and the program will need more resources to meet the demand of the program.

Policy Impact:

Improved governance.

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

The Regional Plan encourages a variety of community mobilities and the upkeep of sidewalk infrastructure to promote walkability.

The Zoning Code promotes the development and planning of sidewalk infrastructure.

The Climate Action and Adaptation Plan encourages multi-modal behaviors of residents and has established goals to promote less reliance on automobiles.

Has There Been Previous Council Decision on This:

Yes, we have discussed this topic with an initial work session that was held on May 28, 2019 and again on November 12, 2019. At both of the work sessions, a history of the existing Chapter 8-01 was provided and we discussed the current state of the sidewalk concerns. Council has provided general direction that is reflective in the new Chapter 8-01. In addition, we continue to look at the best practices of the concrete industry, products and new technologies to improve replacements, repairs and longevity.

Options and Alternatives:

Option 1 - Adopt Ordinance as presented.

Option 2 - Revise Ordinance as desired, modify language and or terms.

Option 3 - Do not adopt Ordinance and provide additional direction to staff.

Community Benefits and Considerations:

The community has a strong desire to have a well-maintained multi-model transportation network. The inclusion of good quality sidewalks is an important value. The property values and neighborhood pride often are improved with safe and well-maintained sidewalks. Maintained sidewalks also encourage the behavior of walking within the community and provide connection between areas, and access to transit and activity centers.

Attachments: Ord. 2020-02

ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE BY REPEALING CHAPTER 8-01, *SIDEWALKS*, AND ADOPTING A NEW CHAPTER 8-01, *SIDEWALKS*, TO PROVIDE FOR REVISED STANDARDS AND PROCEDURES; AND PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Regional Plan encourages a variety of community mobilities and the upkeep of sidewalk infrastructure to promote walkability; and

WHEREAS, the Zoning Code promotes the development and planning of sidewalk infrastructure; and

WHEREAS, the Climate Action and Adaptation Plan encourages multi-model behaviors of residents and has established goals to promote less reliance on automobiles; and

WHEREAS, well maintained sidewalk infrastructure promotes the usage and safe passage of residents and visitors to our community; and

WHEREAS, providing clear and reasonable expectations and duties of the City and property owners will result in maintained sidewalk infrastructure.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The Flagstaff City Code, Title 8 *Public Ways and Property*, Chapter 8-01 *Sidewalks*, is hereby repealed in its entirety, and replaced with the following language:

CHAPTER 8-01 SIDEWALKS

SECTIONS:

8-01-001-0001	DUTY OF PROPERTY OWNER TO REPAIR ADJACENT SIDEWALKS
8-01-001-0002	NOTICE, PERMITTING, AND REPAIR OF SIDEWALKS
8-01-001-0003	DUTIES OF STREETS DIRECTOR
8-01-001-0004	CITY COST SHARE FUND

8-01-001-0001 DUTY OF PROPERTY OWNER TO REPAIR ADJACENT SIDEWALKS

A. It shall be the duty of the owner of any lot or parcel adjacent to any sidewalk within the corporate limits of the City to keep and maintain such sidewalk in good order and repair.

1. It shall not be the responsibility of property owners to repair a sidewalk adjacent to their property where a City-owned tree located in the City right-of-way is the primary cause of the damage to or need for repair of the sidewalk.

8-01-001-0002 NOTICE, PERMITTING, AND REPAIR OF SIDEWALKS

A. Notice. Whenever the condition of any sidewalk in the City is in disrepair, the Streets Director or designee ("Director") shall notify the owner of the adjacent property of such defective condition in writing and request that the owner repair the sidewalk within thirty (30) days after service of such notice or as weather permits, as determined by the Director.

1. The notice shall identify the repairs needed and be sent via certified mail to the owner of the property (or legal agent of the owner) adjacent to the sidewalk in need of repair.

B. Permit Required. The property owner shall be required to obtain a permit from the City prior to making repairs to any sidewalk pursuant to this chapter. However, there will be no charge for such permit unless the proposed work makes a change in the grade, location, or dimensions of the sidewalk.

C. Inspection. The alteration or repair of all sidewalks as called for pursuant to this chapter shall be subject to inspection by the City during construction and upon completion. All work must conform to City of Flagstaff Engineering Standards.

D. Repair by City. If the property owner fails to make the repairs identified in the notice within the time period specified in such notice, the City may repair the sidewalk and assess the cost of such repair to the adjacent property owner. Any such repairs will be contingent on the City's available funding resources for sidewalk repair in any given fiscal year.

E. Cost; Lien. In the event that the City makes any repairs to a sidewalk after failure of the responsible party to do so, the Director shall file in the office of the City Clerk a verified, itemized statement of the cost of such repairs, which statement when so filed shall be deemed and taken as prima facie evidence of the cost of such repairs or renewals. The Director shall deliver via certified mail to the property owner a copy of the itemized statement of the cost repairs. If the property owner fails to pay the assessment within forty-five (45) days after receiving notice, a lien may be filed against the adjacent property and filed with the Coconino County assessor. The City may also pursue additional collection methods and any civil remedies available to obtain restitution for the costs of said repair.

8-01-001-0003 DUTIES OF STREETS DIRECTOR

A. It shall be the duty of the Streets Director or designee ("Director") to receive and maintain a record of all complaints regarding sidewalks within the corporate limits of the City in need of repair. Within a reasonable time after receipt of said complaint, the Director shall notify the owner of the property adjacent to the sidewalk in need of repair pursuant to section 8-01-001-0002(A) above.

B. It shall be the duty of the Director to develop an inspection program that proactively identifies sidewalks in need of repair.

8-01-001-0004 CITY COST SHARE FUND

A. The City Council may provide an annual fund to assist residential property owners with the cost to repair sidewalks adjacent to their property. The cost share fund shall be contingent on the City's available funding resources for sidewalk repair in any given fiscal year.

B. Residential property owners who identify an adjacent sidewalk in need of repair, or receive notice from the City that an adjacent sidewalk is in need of repair, may request assistance from the City's cost share fund not to exceed fifty percent (50%) of the total cost of the repair.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of January, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 01/14/2020
Meeting Date: 01/21/2020



TITLE

Discussion and Direction: Potential Ballot Measures for November 2020 General Election and Consultant Services

STAFF RECOMMENDED ACTION:

Direction concerning potential ballot measures and consultant services for public outreach and election strategy

EXECUTIVE SUMMARY:

Staff is seeking input and direction from Council with regard to potential ballot questions for the November 3, 2020, General Election. Staff is working with City commissions and committees to develop recommendations for two possible questions; one pertaining to affordable housing and another pertaining to parks, recreation, and open space. It is anticipated that these questions may be presented to the Council on March 3, 2020. Direction from Council is currently needed on whether the efforts thus far are moving in the right direction or if there is a need to redirect or readjust.

During the February 2019 Budget Retreat Council identified funding of the Flagstaff Watershed Protection Project and Wildland Fire Management program as a priority. Staff brought back funding considerations in September 2019 for further discussion. Staff is seeking direction on the Council's interest to have staff provide recommendations on a possible FWPP funding ballot question at the above referenced March meeting.

Additional direction is also needed from Council on whether staff should begin the process of seeking out a consultant(s) for political strategy and public outreach/education efforts. Historically, the City has used the services of consultants for election strategy and the formulation of recommendations to the Council. Should the Council wish to move forward with any recommendations from the appointed commissions and City staff, now is the time to consider beginning the process of bringing on a consultant(s) to assist in the outreach efforts and to help guide our steps forward. This could include the development of an RFP or other procurement efforts. Because of the high public interest in this matter, staff would bring the RFP to Council for vetting, and would likewise provide material to the Council about any potential consultant prior to final selection.

INFORMATION:

Staff is working with their respective commission/committee to develop recommendations to the Council concerning possible ballot measures for the November 2020 election. The following is an update on their efforts thus far.

Parks Recreation and Open Space Priorities Committee

Following Council direction, the Parks & Recreation / Open Space Priorities Committee was established in early fall 2019 to begin discussing priorities to present to Council for a potential ballot measure. The Committee has met regularly since October to develop these priorities. To date, priorities have been identified and project costs estimates are being developed by staff. Staff plans to bring forward the committee's recommendations on March 3, 2020.

Housing Commission

City Council created the Housing Commission on July 2, 2019, through the adoption of Ordinance No. 2019-25. The first task of the commission as stated in the Ordinance is to: "Examine funding sources available for housing in Flagstaff, make recommendations to City Council on potential funding sources, including bond measures, and provide oversight of any funds approved by the electorate for housing purposes." Council direction to staff during the creation of the Housing Commission was clear that consideration of placing a bond measure for housing on the 2020 General Election should be the first item addressed.

Council appointed 13 commissioners on August 3, 2019, although there is currently one vacancy. The first meeting of the new Housing Commission took place on November 13 and was an all-day, retreat-type meeting covering community housing information, group dynamics, the creation of the commission's operational ground rules and open meeting law/conflict of interest information.

In place of a December meeting, to prepare the commission for a robust discussion at the first meeting in January, staff provided a white paper outlining:

- Recommendations of the ECONA Housing Attainability for the Flagstaff Workforce Report
- Current City of Flagstaff programs and funding sources that further affordable housing goals
- Analysis of Proposition 422 (2018 Ballot Measure)
- General Obligation Bond Information
- Information on Revenue Bond backed by Sales Tax and Fees

On January 6, 2020, the Housing Commission held a special meeting and voted unanimously to continue exploring what a potential Housing bond measure could look like rather than making a "no" recommendation to City Council at this point in time. The Commission also requested additional information to assist with their decision. The next regularly scheduled commission meeting is on January 23.

The Housing Commission and staff are targeting the March 3rd, 2020, Council meeting to coincide with the bond recommendations coming from the Parks & Recreation / Open Space Priorities Committee.

Additional Information

For the 2018 General Election, staff separately procured the services of three different firms to assist with the development and outreach of the Affordable Housing Tax and Transportation Tax ballot initiatives for the November 2018 election. The Maguire Company was procured in the amount of \$85,000 to assist with the development and implementation of the Transportation Tax initiative and outreach for both initiatives. Central Creative, LLC was procured in the amount of \$26,000 to assist with the development and implementation of specific material for the Affordable Housing Tax initiative. Global Local Visions LLC was procured in the amount of \$44,212 to assist with citizen surveys on the two bond measures. In addition to vendor procurement, the City partnered with NAIPTA to provide education and outreach services. NAIPTA contracted with Higher Grounds for these services and the City's share of the expense was \$61,189.

For the upcoming election, a single Request for Proposals (RFP) can be developed seeking consultation from one or more firms for both strategy, development and outreach services. This would allow the City to possibly hire one firm for these services or separate firms for assistance with either.

Under regular procurement schedules, an estimated RFP timeline from development to approval is shown below.

- Scope of Work development (including Council input): 4 weeks
- Drafting the RFP solicitation (Procurement development/Legal review): 2-3 weeks
- Advertising/Posting of the RFP document: 3-4 weeks
- Evaluation of Proposals (inclusive of interviews): 2-4 weeks
- Draft Staff Summary and Council Approval: 2-3 weeks

A regular procurement schedule runs between 13-18 weeks. Should Council provide direction to proceed with procurement and provide direction on the scope of work at the January 21, 2020, Council Meeting, staff will try to expedite the procurement with the goal to have a contract(s) ready to award at the March 17, 2020, Council Meeting. Staff could streamline the process by seeking cooperative contracts should Council agree to this process.

Other expenses for the 2018 election \$45,000 for publicity pamphlet production/distribution, and \$80,000 for the County to conduct the election on behalf of the City.

The current election timeline is as follows:

March 3, 2020	Recommendations from Commissions & Council Direction
March - June	Preliminary preparations for public outreach, surveys, etc.
July 7, 2020	Deadline for Council to call the election
July - October	Preparation of final public outreach materials and presentations to public
August	Staff to finalize Publicity Pamphlet for distribution
November 3, 2020	Election Day

Staff Questions for Council:

1. Are we on the right track or do we need to redirect our efforts with regard to recommendations on a potential housing ballot measure and a potential parks, recreation, and open space ballot measure?
2. Do you want to consider a question for future funding of FWPP?
3. Does Council want to utilize the services of a consultant(s) for election strategy and public outreach services? If so, are there recommendations on what to include in the Scope of Work?

Attachments: [Presentation](#)

Potential Ballot Measures



Potential Ballot Measures for November 2020

- Parks & Recreation and Open Space Priorities Committee
- Housing Commission
- Flagstaff Watershed Protection Project



Consultant Services Procurement

- Single RFP for Multiple Services
 - Formal procurement: normal timeframe is 13-18 weeks but will expedite in 6-7 weeks to award contract by March 17th
 - Need to finalize Scope of Work
 - Can be awarded to one or more consultants
 - Staff may look for Cooperative Contracts for services





Timeline

- March 3rd Recommendations to City Council
- March – June Preliminary Preparation for Public Outreach
- July 7th Deadline for Council to Call the Election
- July – October Preparation of Final Public Outreach and Presentations to Public
- August Finalization of Publicity Pamphlet for Distribution
- November 3rd Election Day



Staff Questions for Council

- Is City staff on track or do we need to redirect efforts?
- Does Council want to consider the Flagstaff Watershed Protection Project in the upcoming bond election discussion on March 3rd?
- Does Council want to utilize consultant expertise to assist staff in developing election strategies and public outreach services?
- Are there specific election strategies and/or public outreach services Council would like to recommend for a scope of work?

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 01/14/2020
Meeting Date: 01/21/2020



TITLE

Future Agenda Item Request (F.A.I.R.) A request by Councilmember Aslan to have a discussion about the formation of a commission that focuses on college students.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Aslan has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 01/14/2020
Meeting Date: 01/21/2020



TITLE

Future Agenda Item Request (F.A.I.R.) A request by Councilmember McCarthy to have a discussion to review parking alternatives for the Southside, especially if it would be appropriate to issue residential parking permits for on-site parking.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember McCarthy has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

A.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 01/17/2020
Meeting Date: 01/21/2020



TITLE

City Manager Report

STAFF RECOMMENDED ACTION:

Information Only

EXECUTIVE SUMMARY:

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

INFORMATION:

Attachments: City Manager Report

City Manager's Report

January 16, 2020

Council and Colleagues, Greetings!

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization. In no particular order ...

Director of the Year

The Leadership Team met on Monday January 13th for an expanded weekly meeting, with breakfast being provided courtesy of the City Manager and Deputy City Managers. The purpose of the event — the announcement of our Director of the Year for 2019. The award's namesake, Mary Jo Jenkins, was known for her integrity, honesty, professionalism, dedication, accountability, problem solving, and ethics. These traits are applied when selecting a recipient each year. After careful review of all the accomplishments of the numerous directors by the City Manager and the two Deputy City Managers, the 2019 recognition was given to Rick Tadder, Director of Management Services. The photo below shows our proud team and the deserved recipient ... he's the guy in the middle sporting the two-toned facial hair (no, not Shane ... the other guy). Congratulations Rick!



The following announcement summarizes some of the many notables for the Management Services Division in 2019. As an aside, these accomplishments, together with the accomplishments of other divisions, will be noted during the City Manager awards before the Council in the weeks ahead. Also, as an aside, the award will be expanded next year to include all members of the Leadership Team.



City of Flagstaff

News Release
Jan. 16, 2020
For Immediate Release

Director of the Year award

FLAGSTAFF, Ariz – The city of Flagstaff announces Management Services Director Rick Tadder as this year's recipient of the Mary Jo Jenkins' Outstanding Director of the Year award.

The award is given in honor of the late Mary Jo Jenkins, the city of Flagstaff's Management Services Director from 1987 – 2009. Jenkins was known as an exceptional leader with encyclopedic knowledge of the city's finances.

"Rick brings an emphasis on problem solving to Management Services and the city at large. Mary Jo's spirit lives on at the city of Flagstaff," said City Manager Greg Clifton. "Rick's leadership over the last year has been exceptional and he brought forward many updates to city policies and procedures, a number of which will save taxpayer money. We are grateful to Rick and his leadership."

Tadder was selected for his exemplary leadership during this past year. Under his leadership Management Services completed major upgrades to some of our most critical software programs (significant upgrades that includes payroll, work orders and fleet management), developed a Public Safety Pension and Retirement System (PSPRS) funding policy, received an outstanding debt rating from Standard and Poor's for the City (AA stable rating) and is in the process of securing debt financing that will save property tax payers over \$1 million.

"It's an honor to receive this award," said Tadder. "Mary Jo Jenkins was involved in my very first interview with the city, 25 years ago. She was an exceptional leader, a mentor and a major influence early in my career. I am humbled to receive the award named in her memory." Tadder added "I thank the City Manager's Office for this recognition. There are many great Directors at the city that I am privileged to work with and specifically like to thank the entire Management Service Team for their hard work and commitment to the organization."

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Up With People

We have had numerous meetings with the organizers and members of the advance team of *Up with People* regarding their visit to Flagstaff in early March.

In conjunction with Northern Arizona University, Coconino County, and Unisource Energy Services, the tour will include a week of performance and community service in the Flagstaff community. The City will be a financial partner in the amount of \$5K, out of budgeted appropriations. The Flagstaff visit will directly involve community work with *Launch Flagstaff* and other non-profit and local governmental entities.



“Up with People is building a more hopeful, trusting and peaceful world by empowering young people to be positive agents of change through action and the international language of music. Participants from 15 – 17 countries travel to a new destination each week and throughout this journey, they strive to impact communities through host family stays, cultural exchange and 1,000+ hours of community service generally impacting 2,500+ youth per week!”

The United Way



We have had recent meetings with Director Carol Dykes and others on her team with respect to the United Way, and the specifically the new focus upon youth. United Way is asking the City to have 10% – 15% of its annual contribution be allocated specifically toward youth programs. In conferring with the County, this targeted allocation has been approved at 7.5%. The suggested allocation is also being accompanied by a request for an additional \$15K to support one KinderCamp classroom. We would like to have Council feedback related to both requests. It is our understanding that the County is contributing \$25K toward this program.

New Recruits

Interviews are underway for Senior Executive Assistant and the Full-time Indigenous Coordinator positions. In-person interviews for both positions occurred on January 7th (Senior Executive Assistant) and January 9th (Indigenous Coordinator). The Mayor assisted in the former process, and three members of our Indigenous community (Steve Peru, Carmenlita Chief, and Joe Washington) assisted in the latter process. We had excellent candidates for both positions. News of the recruitment outcomes will be occurring shortly.

Miscellaneous Updates

Staff Updates

- Fire Chief Gaillard met with Greater Flagstaff Region Fire Chiefs to discuss a recruitment plan to replace the Regional Training Officer with a pending retirement in May 2020. Fire Automatic Aid partners participated in a cold water rescue training at Flag Ranch Golf Club.
- 
- Wildland Fire Management is taking advantage of suitable weather and site conditions with current burning of slash piles on Observatory Mesa near Hidden Hollow Road. The FWPP met on January 16th and discussed pending and future projects. Notably, updates were provided regarding pending hand-thinning projects conducted by the Conservation Corps (AZCC and ACE) in Schultz Creek. Additional thinning will be occurring by the City in Picture Canyon, and subject to bid procurement, in Dry Lake Hills, Schultz Tank, and Mt Elden Units on USFS property. Phase III work on Mormon Mtn was also discussed (more below).
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- Related, Wildland Fire Management attended a meeting with Department of Defense Readiness & Environmental Protection Integration program (REDI) to explore potential grant opportunities for the Phase III work at Mormon Mountain. Stay tuned. These are competitive grants, but the project, with its proximity to the Naval Observatory Flagstaff Station, may be a good candidate.
 - On the law enforcement side of things, Officer Zach Syers reported to NARTA police academy in Prescott this week as a Recruit Training Officer. Four Flagstaff Police Dispatchers left for three weeks of Dispatch Academy Training this week in Lake Havasu – Darlene Pendegraft, Surya Hall, Mindy Feldman, and Naomi Prentice. Sgt Hernandez assisted in securing \$8,500 grant funding from the Nancy Lieberman foundation that will support the Night Court initiatives. Police Training Coordinator, Lexi Pineda, attended a meeting with Northern Arizona Regional Behavioral Health Authority to discuss mental health training scheduled for February 2020. The PD staff attended the La Plaza Vieja and Sunnyside block watch meetings. And one last but very important little tidbit, the 2019 calendar year finished with an overall decrease of 3% in crime!
 - Also on the subject of end-of-the-year notables, the Citizens Cemetery finished 2019 with 171 interments, 70 headstones, a 27,000 square foot expansion, and a pollinator

pilot project (especially noteworthy with the recent Monarch Pledge participation by the City).

- The Park's smart irrigation controllers and parts are being installed this week. The all-staff training occurred on January 15th. The new snow operations app will serve to map all routes and makes assignments for the hand crews.
- The annual membership drive at the Aquaplex has resulted in 359 memberships sold thus far. This drive continues through the end of this month and members can save up to 25% depending on the length of their membership.
- Sweeper crews are emphasizing cinder clean up in bike lanes and intersections. Cinders are heavy in most areas due to the continued ice control which requires multiple passes on most roadways.
- And this just in — the work to repair the leaky City Hall roof is planned for May through June. Related, we will soon be needing to find a new use for two dozen 5-gallon orange buckets. Proposals are being accepted.
- Parks & Recreation has been meeting with Dr. Marie Peoples since last fall on *Stronger as One* and has ordered ten signs. One sign will be installed at each of the recreation centers and the other five will be placed in park areas popular with youth. The signs should be received the end of February.
- The Winter Snow Play clean-up crew had nine volunteers who collected ten bags of litter in two hours. It appears visitors are using the dumpsters on site, too, which is greatly appreciated.

It was previously represented that the December retreat outcomes would be summarize in this report. Please bear with us as it will be included in the next report, due to content limitations (five pages is enough)! Onward and Upward!