

CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MARCH 7, 2023

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
3:00 P.M.

All City Council Meetings are live streamed on the city's website
(<https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings>)

*****PUBLIC COMMENT*****

Verbal public comments may be given through a virtual public comment platform or in-person

If you want to provide a verbal comment during the Council Meeting, use the link below to join the virtual public comment room.

VIRTUAL PUBLIC COMMENT WAITING ROOM

Written comments may be submitted to publiccomment@flagstaffaz.gov. All comments submitted via email will be considered written comments and will be documented into the record as such.

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 through other technological means.

MAYOR DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE

COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

3. **PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT**

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. **APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

- A. Consideration and Approval of Minutes:** City Council Regular Meeting of January 18, 2022, Budget Retreat of February 3, 2022, Budget Retreat of February 4, 2022, Special Work Session of January 24, 2023, Special Meeting (Executive Session) of January 31, 2023, Budget Retreat of February 2, 2023, Budget Retreat of February 3, 2023, Regular Meeting of February 7, 2023, Special Meeting (Executive Session) of February 14, 2023, Special Meeting (Executive Session) of February 21, 2023, and Special Meeting (Executive Session) of February 28, 2023.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of January 18, 2022, Budget Retreat of February 3, 2022, Budget Retreat of February 4, 2022, Special Work Session of January 24, 2023, Special Meeting (Executive Session) of January 31, 2023, Budget Retreat of February 2, 2023, Budget Retreat of February 3, 2023, Regular Meeting of February 7, 2023, Special Meeting (Executive Session) of February 14, 2023, Special Meeting (Executive Session) of February 21, 2023, and Special Meeting (Executive Session) of February 28, 2023.

5. **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.

6. **PROCLAMATIONS AND RECOGNITIONS**

- A. Proclamation:** National Colorectal Cancer Awareness Month
- B. Proclamation:** Employee Appreciation Day
- C. Recognition:** Girl Scout High Awards

7. **COUNCIL LIAISON REPORTS**

8. **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 Appointment:** Magistrate for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the appointment of Andrew Moore as Magistrate.

- B. **Consideration and Approval of Contract:** Approve a Cooperative Purchase Contract for two (2) 2024 Residential Automated Side Load (ASL) Refuse Trucks from Freightliner of Arizona, LLC (Freightliner), with an option to purchase a third ASL Refuse Truck from Freightliner in FY 2023-24, in the total amount of \$1,237,149.56, plus applicable fees and taxes.

STAFF RECOMMENDED ACTION:

1. Consider and Approve a Cooperative Purchase Contract with Freightliner in the total amount of \$1,237,149.56, plus applicable fees and taxes, for:
 - a. The immediate purchase of two (2) 2024 ASL Refuse Trucks in the amount of \$824,766.37, plus applicable fees and taxes; and
 - b. The option to purchase a third ASL Refuse Truck in the amount of \$412,383.19, plus applicable fees and taxes, if the budgeted item is approved by City Council in the FY 2023-24 Budget.
2. Authorize the City Manager to execute the necessary documents.

- C. **Consideration and Approval of Contract:** Professional Services with Stantec Consulting Services, Inc. in an amount not to exceed \$211,866 for a Water, Reclaimed Water, and Wastewater Cost-of-Service, Rates and Fees Study

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Professional Services with Stantec Consulting Services, Inc. in an amount not to exceed \$211,866 for a Water, Reclaimed Water, and Wastewater Cost-of-Service, Rates and Fees Study; and
2. Authorize the City Manager to execute the necessary documents.

9. **ROUTINE ITEMS**

- A. **Consideration and Adoption of Ordinance No. 2023-04:** An Ordinance of the City Council of the City of Flagstaff, authorizing the exchange of property of substantially equal value with the Arizona Board of Regents; providing for delegation of authority, repeal of conflicting ordinances, and establishing an effective date

Consideration and Adoption of Resolution No. 2023-05: A Resolution of the City Council of the City of Flagstaff, approving the First Amendment to an Intergovernmental Agreement with the Arizona Board of Regents related to Consolidation of University Campus and Road Projects.

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2023-04 by title only for the final time
- 2) City Clerk reads Ordinance No. 2023-04 by title only (if approved above)
- 3) Adopt Ordinance No. 2023-04
- 4) Read Resolution No. 2023-05 by title only
- 5) City Clerk reads Resolution No. 2022-05 by title only (if approved above)
- 6) Adopt Resolution No. 2023-05

10. REGULAR AGENDA

- A. Consideration and Adoption of Resolution No. 2023-08:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Coconino County and the City of Flagstaff for provision of dispatch services by the City of Flagstaff

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-08 by title only
- 2) City Clerk reads Resolution No. 2023-08 by title only (if approved above)
- 3) Adopt Resolution No. 2023-08

- B. Consideration and Adoption of Resolution No. 2023-10:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Highlands Fire District and the City of Flagstaff for dispatch services.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-10 by title only
- 2) City Clerk reads Resolution No. 2023-10 by title only (if approved above)
- 3) Adopt Resolution No. 2023-10

- C. Consideration and Adoption of Resolution No. 2023-07:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Coconino County and the City of Flagstaff for provision of Warrant Services by the Coconino County Sheriff's Department to the City of Flagstaff Police Department

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-07 by title only
- 2) City Clerk reads Resolution No. 2023-07 by title only (if approved above)
- 3) Adopt Resolution No. 2023-07

- D. Consideration and Adoption of Resolution No. 2023-09:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Coconino County, the Coconino County Jail District, and the City of Flagstaff for Coconino County to provide maintenance and custodial services for all parties, for a five year term.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-09 by title only
- 2) City Clerk reads Resolution No. 2023-09 by title only (if approved above)
- 3) Adopt Resolution No. 2023-09

- E. **Consideration and Adoption of Resolution No. 2023-06:** A Resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Coconino County, the Coconino County Jail District, and the City of Flagstaff for provision of records management, filing, and reporting services by the City of Flagstaff

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-06 by title only
- 2) City Clerk reads Resolution No. 2023-06 by title only (if approved above)
- 3) Adopt Resolution No. 2023-06

- F. **Consideration and Adoption of Resolution No. 2023-11 :** A resolution approving an intergovernmental agreement between Coconino County, the Arizona Board of Regents for and on behalf of Northern Arizona University, and the City of Flagstaff for provision of IT Technology Services by the City of Flagstaff

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-11 by title only
- 2) City Clerk reads Resolution No. 2023-11 by title only (if approved above)
- 3) Adopt Resolution No.2023-11

- G. **As Directed by the City Council: Consideration and Adoption of Resolution No. 2023-12:** A resolution declaring City Council's opposition to the United States Supreme Court Decision in *Dobbs v. Jackson Women's Health Organization*; opposing Arizona Revised Statutes §§ 36-2321 through 2326, and other provisions of Arizona Law Criminalizing Abortion; and supporting the constitutional rights of pregnant persons, including their access to reproductive health care and abortions.

STAFF RECOMMENDED ACTION:

Staff proposes no specific course of action - if City Council so desires:

- 1) Read Resolution No. 2023-12 by title only
- 2) City Clerk reads Resolution No. 2023-12 by title only (if approved above)
- 3) Adopt Resolution No. 2023-12

11. **PUBLIC PARTICIPATION**

12. **INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS**

13. **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 _____, 2023.

Stacy Saltzburg, MMC, City Clerk

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 03/03/2023
Meeting Date: 03/07/2023



TITLE:

Consideration and Approval of Minutes: City Council Regular Meeting of January 18, 2022, Budget Retreat of February 3, 2022, Budget Retreat of February 4, 2022, Special Work Session of January 24, 2023, Special Meeting (Executive Session) of January 31, 2023, Budget Retreat of February 2, 2023, Budget Retreat of February 3, 2023, Regular Meeting of February 7, 2023, Special Meeting (Executive Session) of February 14, 2023, Special Meeting (Executive Session) of February 21, 2023, and Special Meeting (Executive Session) of February 28, 2023.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of January 18, 2022, Budget Retreat of February 3, 2022, Budget Retreat of February 4, 2022, Special Work Session of January 24, 2023, Special Meeting (Executive Session) of January 31, 2023, Budget Retreat of February 2, 2023, Budget Retreat of February 3, 2023, Regular Meeting of February 7, 2023, Special Meeting (Executive Session) of February 14, 2023, Special Meeting (Executive Session) of February 21, 2023, and Special Meeting (Executive Session) of February 28, 2023.

Executive Summary:

Minutes of City Council meetings are a requirement of Arizona Revised Statutes and, additionally, provide a method of informing the public of discussions and actions being taken by the City Council.

Financial Impact:

None

Policy Impact:

None

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Effective Governance

Previous Council Decision on This:

None

Attachments: 01.18.2022.CCRM

02.03.2022.CCBR

02.04.2022.CCBR

01.24.2023.CCSWS

01.31.2023.CCSMES

02.02.2023.CCBR

02.03.2023.CCBR

02.07.2023.CCRM

02.14.2023.CCSMES

02.21.2023.CCSMES

02.28.2023.CCSMES

MINUTES

1. **CALL TO ORDER**

Mayor Deasy called the meeting of the Flagstaff City Council held January 18, 2022, to order at 3:03 p.m.

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.

PRESENT:

ABSENT:

MAYOR DEASY (virtually)
VICE MAYOR DAGGETT (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY (virtually)
COUNCILMEMBER SALAS (virtually)
COUNCILMEMBER SHIMONI (virtually)

COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. **PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT**

The Council and audience recited the pledge of allegiance, Councilmember Shimoni read the Mission Statement of the City of Flagstaff, and Councilmember McCarthy read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's

Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- A. Consideration and Approval of Minutes:** City Council Regular Meeting of February 18, 2020, Regular Meeting of March 3, 2020, Emergency Meeting of March 16, 2020, Regular Meeting of March 17, 2020, Work Session of March 31, 2020, Regular Meeting of April 7, 2020, Special Meeting of April 10, 2020, Regular Meeting of April 21, 2020, Regular Meeting of May 5, 2020, Special Meeting (Executive Session) of November 2, 2021, Special Meeting (Executive Session) of November 8, 2021, Special Meeting (Executive Session) of November 23, 2021, Special Meeting (Executive Session) of November 30, 2021, Special Meeting (Executive Session) of December 7, 2021, Special Meeting (Executive Session) of December 14, 2021, and Special Meeting (Executive Session) of December 14, 2021.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve the minutes of City Council Regular Meeting of February 18, 2020, Regular Meeting of March 3, 2020, Emergency Meeting of March 16, 2020, Regular Meeting of March 17, 2020, Work Session of March 31, 2020, Regular Meeting of April 7, 2020, Special Meeting of April 10, 2020, Regular Meeting of April 21, 2020, Regular Meeting of May 5, 2020, Special Meeting (Executive Session) of November 2, 2021, Special Meeting (Executive Session) of November 8, 2021, Special Meeting (Executive Session) of November 23, 2021, Special Meeting (Executive Session) of November 30, 2021, Special Meeting (Executive Session) of December 7, 2021, Special Meeting (Executive Session) of December 14, 2021, and Special Meeting (Executive Session) of December 14, 2021.

Vote: 6 - 0 - Unanimously

5. 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.

Dawn Rodriguez addressed Council regarding post wildfire flooding concerns.

Michelle James with Friends of Flagstaff's Future addressed Council about concerns with the Lone Tree Overpass Project. She asked that the process be slowed down and that there be increased public input.

Paul Bier addressed Council with concerns about the Lone Tree Overpass Project, he indicated that more time is needed to design the project.

Lori Boettcher and Michael Getchell submitted a written comment noting concerns about the Lone Tree Overpass Project.

6. COVID-19 UPDATES

A. COVID-19 Update

Deputy City Manager Shannon Anderson provided a PowerPoint presentation that covered the following:

CCHHS: COVID-19 WEEKLY CASES
CCHHS: HOSPITAL ADMISSIONS
CCHHS: COVID-19 RELATED DEATHS
CCHHS: COMMUNITY TRANSMISSION
CCHHS: COMMUNITY VACCINATION
CCHHS: VARIANTS
NAH: HOSPITAL CENSUS

Coordinator for Indigenous Initiatives Rose Toehe continued the presentation.

INDIGENOUS NATIONS DATA
NAVAJO NATION
HOPI TRIBE

Council briefly discussed test availability, the Omicron variant, lower positivity rates on the Navajo Nation, and the increase in hospitalizations for those under the age of 20.

Travis Joralmon, President of the Flagstaff Hockey Association, addressed Council in opposition of the new COVID protocol requirements implemented at the Jay Lively Ice Rink. He asked that the protocol be revised to reverse the decision on requiring masks during practice and to apply the 100-person cap to spectators only. Each team has 40 people so there is not much room left for spectators, especially those who are traveling to see their kids play.

The following individuals submitted written comments encouraging the removal of mask mandates and increasing building capacity at Jay Lively Ice Arena:

- Ali Seaman
- Caleb Smyers
- Kelsey Mercer
- Rachel Smyers
- Matt Smyers
- Kizmi Olson
- Ryan Smith
- Rom Kuzara
- Roland Cook
- Alan Smith
- Travis Joralmon

Parks, Recreation, Open Space, and Events Director Rebecca Sayers offered that it is difficult for staff to manage the different types of people that may be coming in. She understands the concerns noted by Mr. Joralmon but noted that it is easier to manage a facility capacity rather than a spectator capacity. The other reason there are limits on total capacity is so ensure there is enough staff to manage the mask requirements. The more people in the facility the more staff have to remind them to keep masks on which is an issue.

Councilmember Shimoni asked about increasing the total capacity to 180 and not requiring masks at practice. Ms. Sayers stated that she would not recommend more than 150 to ensure

the ability for staff to properly manage. With regard to masks, staff had recommended no masks at practice but the direction from Council was to require them,

Councilmember Shimoni suggested adjusting the requirements to allow for 150 total in the building and requiring masks for games but not during practice.

Council supported the suggestion and asked staff to make the necessary adjustments.

7. **PROCLAMATIONS AND RECOGNITIONS**

A. **Proclamation:** Human Trafficking Prevention Month

Mayor Deasy read the Human Trafficking Prevention Month proclamation and presented it to Kate Wyatt with Northland Family Healthcare.

8. **COUNCIL LIAISON REPORTS**

Vice Mayor Daggett reported that the next Housing Commission meeting is scheduled for January 27, 2022 where they will be considering the draft 10 year housing plan.

Councilmember McCarthy reported that the MetroPlan Board and the Executive Director Jeff Meilbeck met with Sunshine Transport Solutions who want to bring gondolas to Flagstaff as an alternate transportation mode. He attended the Transportation Commission meeting where they discussed the Lone Tree Bridge with the Bicycle and Pedestrian Advisory Committees. He also got to meet with the new NAU President.

Councilmember Salas reported that she participated in the Tourism Commission Retreat for their sales and marketing strategies for next fiscal year and budget recommendations. She also attended the Airport Commission meeting and heard great news about enplanements and encouraging passengers to fly Flagstaff first. The airport parking lot that is being completed will be opening soon with EV charging stations. She represented MetroPlan in a meeting organized by RTAC with the ADOT Director and his Executive Team where spoke about advocacy for equitable distribution of funding from federal government. Lastly, she attended the ECONA Executive Board meeting where they welcomed Camp Verde to the consortium. ECONA is embarking on a comprehensive strategy plan to identify growth areas and infrastructure needs.

Councilmember Shimoni reported that the Indigenous Commission discussed the alternate response unit and the Thorpe Park annex parcel. He also attended the Transportation Commission meeting to hear the discussion about the concerns regarding the size of the project. He also met with Audra Merrick at ADOT about options to reduce the size of the project. He reported that the Mountain Line Board Meeting and CCCY Board Meeting is coming up later in the week.

Mayor Deasy stated that he is looking forward to the upcoming Commission on Diversity Awareness meeting and following up on the Council's prior discussion about equitable restrooms and the municipal equality index.

9. LIQUOR LICENSE PUBLIC HEARINGS

- A. **Consideration and Action on Liquor License Application:** Craig Allen Bouchard, "The Corner Tavern," 102 E. Route 66, Series 06, Location/Owner Transfer.

Mayor Deasy opened the public hearing.

Seargent Ryan Turley introduced the item noting no concerns.

Craig Bouchard introduced himself and shared information about his business plan. The intention is to do a light remodel of the Majerle's location and some restoration outside.

There being no public comment, Mayor Deasy closed the public hearing.

Moved by Councilmember Adam Shimoni, **seconded by** Mayor Paul Deasy to forward the application to the State with a recommendation of approval.

Vote: 6 - 0 - Unanimously

10. 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.

Councilmember Shimoni requested Item 10A be pulled for discussion.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve the Consent Agenda Items 10B through 10F as presented.

Vote: 6 - 0 - Unanimously

- A. **Consideration and Approval of Contract:** Approve a contract renewal with Foxglove Landscaping for a one year term in the amount of \$80,155 for Flowers and Enhanced Plantings.

Councilmember Shimoni asked what increased the geographic scope to Southside and Fourth street. Beautification, Arts & Sciences Manager stated that they are trying to grow the program slowly. The elements are concentrated downtown with the wine barrel planters and the alleys. There are a number of elements in Southside along San Francisco with larger hanging baskets and wine barrels on south Beaver. There are a few highlights on the Fourth Street gateway as well.

Moved by Councilmember Adam Shimoni, **seconded by** Councilmember Jim McCarthy to approve the contract renewal with Foxglove Landscaping in the amount of \$80,155.00 for Flowers and Enhanced Plantings for 2022-2023.

Vote: 6 - 0 - Unanimously

- B. **On-Call Magistrates for the Flagstaff Municipal Court.**

Approve the appointments of Honorable Lewis Levin and Honorable Russell Hughes as On-Call Magistrates.

- C. Consideration and Approval of Final Plat:** Case No. PZ-20-000088-02, CDR 276, LLC requests Final Plat approval for Canyon Del Rio Block I located at 3200 E Butler Avenue, a single-family subdivision on 13.34 acres in the Single-family Residential (R1) Zone.
Staff recommends the City Council approve the Final Plat and authorize the Mayor to sign both the Final Plat and the City/Subdivider Agreement when notified by staff that all documents are ready for signature and recordation.
- D. Consideration and Approval of Final Plat:** PZ-20-000089-02, CDR 276, LLC requests Final Plat approval for Canyon Del Rio Block G located at 3200 E Butler Avenue, a single-family townhome subdivision on 9.03 acres in the Medium Density Residential (MR) Zone.
Staff recommends the City Council approve the Final Plat and authorize the Mayor to sign both the Final Plat and the City/Subdivider Agreement when notified by staff that all documents are ready for signature and recordation.
- E. Consideration and Approval of Contract:** Contract for Professional Services for the Cinder Lake Landfill Sequence D-Phase II Excavation Plan and Landfill Design to Tetra Tech BAS, Inc. for \$148,808.00.
1. Approve the Contract for Professional Services with Tetra Tech BAS (Tetra Tech) for design of Cinder Lake Landfill Sequence D Phase II Excavation Plan and Landfill Design in the amount of \$148,808.00; and
 2. Authorize the City Manager to execute the necessary documents.
- F. Consideration and Approval of Grant Agreement:** Grant Agreement between the City of Flagstaff (COF) and the U.S. Department of Transportation (FAA) for Airport Rescue Grant Program funding for Concession Rent Relief.
Approve the Grant Agreement in the amount of \$102,687 for Concession Rent Relief.

11. REGULAR AGENDA

- A. Consideration and Adoption of Resolution No. 2022-02:** A resolution approving Binding Waivers of Enforcement for twenty-two parcels of land located in the City of Flagstaff.

Senior Assistant City Attorney Christina Rubalcava provided a PowerPoint presentation that covered the following:

PROP 207 CLAIMS
BACKGROUND
OVERVIEW OF PROP 207
BINDING WAIVER OF ENFORCEMENT

Moved by Mayor Paul Deasy, **seconded by** Councilmember Austin Aslan to read Resolution No. 2022-02 by title only with the update to give authority to staff to negotiate with the Juniper Point parcel.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING BINDING WAIVERS OF ENFORCEMENT FOR TWENTY-TWO PARCELS OF LAND WITHIN THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2022-02.

Vote: 6 - 0 - Unanimously

- B. Consideration and Adoption of Ordinance No. 2022-01:** An Ordinance of the City Council of the City of Flagstaff, extending and increasing the corporate limits of the City of Flagstaff pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing approximately 10.05 acres of land located at 7000 North Highway 89, which certain land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing city zoning for said land as Highway Commercial (HC) with a Resource Protection Overlay (RPO); providing for severability, authority for clerical corrections, and establishing an effective date. **(Flagstaff Rehab Campus Annexation: Project Number PZ-20-00164-03).**

Senior Planner Genevieve Pearthree provided a PowerPoint presentation that covered the following:

FLAGSTAFF REHAB CAMPUS ANNEXATION REQUEST
ANNEXATION REQUEST OVERVIEW
PROJECT LOCATION
DEVELOPMENT OVERVIEW
CONCEPT PLAT
CONCEPT PLAN
REQUIRED FINDINGS
FINDING 1: PUBLIC SYSTEMS ANALYSIS
FINDING 2: CONFORMANCE WITH ARS 9-471
FINDING 3: FLAGSTAFF REGIONAL PLAN 2030
STAFF RECOMMENDATION

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Becky Daggett to read Ordinance No. 2022-01 by title only for the first time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARIZONA REVISED STATUTES, BY ANNEXING CERTAIN LAND TOTALING APPROXIMATELY 10.05 ACRES LOCATED AT 7000 NORTH HIGHWAY 89, WHICH LAND IS CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, AND ESTABLISHING CITY ZONING FOR SAID LAND AS HIGHWAY COMMERCIAL, HC, WITH A RESOURCE PROTECTION OVERLAY, RPO

12. PUBLIC HEARING ITEMS

- A. Public Hearing, Consideration, and Adoption of Ordinance No. 2022-02:** An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 1.09 acres of real property generally located at 7000 North Highway 89, a portion of APN 301-50-005G, from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) with a Resource Protection Overlay (RPO) with conditions, providing for severability, authority for clerical corrections, and establishing an effective date. **(Flagstaff Rehab Campus Concept Zoning Map**

Amendment: Project Number PZ-20-00164-04).

Mayor Deasy opened the public hearing.

Senior Planner Genevieve Pearthree provided a PowerPoint presentation that covered the following:

FLAGSTAFF REHAB CAMPUS CONCEPT ZONING MAP AMENDMENT REQUEST
REZONING REQUEST OVERVIEW
PROJECT LOCATION
TYPES OF ZONING MAP AMENDMENTS
CONCEPT PLAN
RURAL RESIDENTIAL (RR) ZONE SECTION
PROPOSED BUILDING ELEVATIONS & MATERIALS
CONCEPT NATURAL RESOURCE PROTECTION PLAN
PUBLIC SYSTEMS ANALYSIS
CITIZEN PARTICIPATION
ZONING MAP AMENDMENT FINDINGS
FINDING #1
FINDING FOR APPROVAL #1
FLAGSTAFF REGIONAL PLAN 2030
FINDING #2
FINDING #3
FINDING #3: ADEQUACY OF SITE
STAFF RECOMMENDATION

There being no public comment Mayor Deasy closed the public hearing.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2022-02 by title only for the first time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 1.09 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 7000 NORTH HIGHWAY 89, A PORTION OF APN 301-50-005G FROM THE HIGHWAY COMMERCIAL (HC) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO) TO THE RURAL RESIDENTIAL (RR) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO) WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

A break was held from 4:49 p.m. through 5:00 p.m.

13. DISCUSSION ITEMS**A. Transformative Transportation Solutions**

Sustainability Director Nicole Antonopoulos and Multimodal Planner Martin Ince, Executive Director of MetroPlan Jeff Meilbeck, Transportation Engineer Jeff Bauman, Climate

Manager Jenny Niemann, and Dr. Seth Contreras with Fehr & Peers Consulting provided a PowerPoint presentation that covered the following:

TRANSFORMATIVE TRANSPORTATION SOLUTIONS
DISCUSSION
WHY ARE WE HERE TODAY?
FLAGSTAFF REGIONAL PLAN (2014)
CARBON NEUTRALITY PLAN (2021)
TRANSFORMATIVE TRANSPORTATION PRINCIPLES
THE BIG SHIFT
TRANSFORMATIVE LEADERSHIP
THE BIG SHIFT IS CRITICAL TO ENHANCING WALKING AND BIKING
THERE ARE MULTIPLE WAYS TO MANAGE CONGESTION
TAKING A BROAD APPROACH PROVIDES OTHER BENEFITS AND HELPS US MEET A
VARIETY OF COMMUNITY GOALS
METROPLAN MISSION AND VISION
CITY CONNECTIONS
LONG RANGE (25 YEAR PLAN)
BRANDED! METROPLAN: STRIDE FORWARD
CURRENT STRATEGIES INCORPORATED BY THE CITY
LOOKING AHEAD
BIG PICTURE CONCEPTS
VMT V. LOS
LEVEL OF SERVICE
LAX
INDUCED DEMAND
INDUCED VEHICLE TRAVEL
INDUCED VEHICLE TRAVEL – THEORY
INDUCED VEHICLE TRAVEL - CAUSES
TRANSPORTATION DEMAND MANAGEMENT
GHG REDUCTION STRATEGIES
MAXIMUM VMT % REDUCTION
STREET CONNECTIVITY
ACTIVE TRANSPORTATION
SHARED MOBILITY
TECHNOLOGY & EMERGING TRENDS
AUTONOMOUS VEHICLES
LAS VEGAS SHUTTLE
RETHINKING THE CURB
FORD & DETROIT
SUMMARY

Councilmember Shimoni asked how to help staff shift away from adopting certain priorities. Dr. Contreras stated that it is not an overnight switch. What has been very strategic is doing pilots rather than fully implement; it eases the tension and uncertainty. You build upon the successes and failures from there.

Councilmember Aslan stated that the concepts of shared mobility, induced demand, etc. are conversations that Council should have been having a long time ago with solutions identified.

THIS TRANSFORMATION IS ABOUT NEW WAYS TO SUPPORT PEOPLE AND CREATE
PLACES
METROPLAN MINI-GRANT

NEXT STEPS

OUR STREETS CAN FURTHER MANY OF OUR COMMUNITY GOALS

The following individuals addressed Council in support of the concepts presented:

- Tyler Denham
- Heather Dalmolin, CEO and General Manager for Mountain Line
- Michelle James with Friends of Flagstaff's Future
- Paul Bier
- Anthony Quintile

The following comments were received:

- Council has direct control over these concepts through the Zoning Code, incorporate them into your decision making.
- It is time to think differently about how transportation takes place in the community; it needs to be easier to use and connections need to be improved.
- The presented information needs to be considered as the city builds out 419 and 420 to fine tune those plans to meet carbon neutrality goals.
- Priced parking should be promoted in other areas of Flagstaff.
- Tax commercial parking spaces to encourage downsizing and use those revenues for improved transit.
- The principles and concepts presented are not currently represented in the execution of projects.
- The Lone Tree Overpass is heavily biased and it would behoove the Council to slow that process down and take a more holistic view of the project.

Councilmember Aslan stated that he is looking to break the pattern of induced demand and reimagine the way the city thinks about land use. There are a lot of challenges to implementing the strategies and building them into the culture in a way that is streamlined. There are projects right now where tensions are coming into play and once the projects are implemented, they are impossible to change. It is important to take the time needed to do things right and rethink how the projects are constructed.

Vice Mayor Daggett stated that large projects have an influence on how the community interacts with each other and how people move around the city and it is important to do them right.

Councilmember Shimoni stated that there are decisions that the Council can make to move the needle forward but it takes political will to do so. He asked where to start and how long it will take to develop strategies.

Flagstaff Metropolitan Planning Organization Manager Dave Wessel stated that the it will take time but the first step is looking at system performance measures. Phase 1 will look at the performance metrics and Phase 2 will be putting the development standards in place including subdivision standards for connectivity.

Ms. Antonopoulos stated that the Sustainability team can develop a time frame and needs analysis to present to Council. This can help frame future conversations.

Councilmember Shimoni agreed and stated that he was hoping to discuss values and making a switch to put pedestrians at top priority followed by cyclists, bus transit, and vehicles last.

Councilmember McCarthy stated that induced demand is not the only thing to blame, the

continual population growth brings in more traffic. The biggest impacts have to do with land use policy of density and mixed use. He does support improved mobility and bike infrastructure but moving completely away from vehicles is not practical, there needs to be a gradual movement away from the use of cars but it cannot be done overnight or by just pushing them to the bottom of the list. Walking and biking options must be improved but not at the full sacrifice of vehicles.

Councilmember Salas stated that Flagstaff is paving the way with adopting the Carbon Neutrality Plan, the Alternate Transportation Master Plan, the Multi-Modal Transportation Plan, and the updates to the Regional Transportation Plan. It is important to remember how integral transportation planning is for driving economic development. It is integral to workforce development and workforce housing. She is excited about moving forward and determining how to integrate TDM but it must be done with the understanding that according to the most recent Flagstaff Citizen Survey, the number one priority for public spending is mobility and transportation.

Mayor Deasy stated that he is looking forward to seeing the concepts move forward and appreciate the work that has gone into this.

14. PUBLIC PARTICIPATION

None

15. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

Councilmember Shimoni offered appreciation to Economic Vitality Director Heidi Hansen who stepped in the last couple of weeks as Acting City Manager while Mr. Clifton was on vacation.

Councilmember Salas reminded the public and visitors to Flagstaff to stay, play, mask, and distance responsibly.

Councilmember Aslan acknowledged teachers and administrators for their dedicated efforts in keeping schools open and operating for the benefit of the children in and around Flagstaff.

Vice Mayor Daggett offered her congratulations to the 11 new Fire Fighters. She also reminded the public of the upcoming two-day Budget Retreat in February. She requested a FAIR item to discuss a possible ordinance to protect renters from income source discrimination.

16. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held January 18, 2022, adjourned at 7:20 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on January 18, 2022. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of March, 2023.

CITY CLERK

MINUTES

1. Call to Order

Mayor Deasy called the Budget Retreat of the Flagstaff City Council held February 3, 2022, to order at 8:31 a.m.

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 work session, 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.

PRESENT:

ABSENT:

MAYOR DEASY (virtually)
VICE MAYOR DAGGETT (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY (virtually)
COUNCILMEMBER SALAS (virtually)
COUNCILMEMBER SHIMONI (virtually)
COUNCILMEMBER SWEET (virtually)

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. **Pledge of Allegiance, Mission Statement, and Land Acknowledgement**

The Council and audience recited the pledge of allegiance, Mayor Deasy read the Mission Statement of the City of Flagstaff, and Councilmember Aslan read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's

Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. City Council Fiscal Year 2022-2023 Budget Retreat

Mr. Clifton offered some opening remarks and introduced Nicole Lance who will be facilitating the retreat.

Ms. Lance also offered some opening remarks and began a PowerPoint presentation.

COUNCIL BUDGET RETREAT
WELCOME AND OBJECTIVES
AGENDA

Finance Director Heidi Derryberry continued the presentation.

BUDGET TIMELINE

Management Analyst Chris Rhode continued the presentation.

PRIORITY BASED BUDGET (PBB)
PROCESS
KEY COMMUNITY PRIORITIES
PRIORITY BASED BUDGETING PRIORITIES AND OBJECTIVES
NEW BUDGETER TOOL

Management Services Director Rick Tadder continued the presentation.

REVENUE UPDATE
GENERAL FUND
GENERAL SALES TAX

Mayor Deasy asked what was included in the miscellaneous tax in the general fund. Mr. Tadder stated that it includes advertising, timber sales, transportation, and publishing. He noted that there is very minimal tax on those items.

STATE SHARED SALES TAX
STATE SHARED URBAN REVENUE (INCOME TAX)
STATE SHARED AUTO LIEU
BUILDING PERMITS
FRANCHISE FEES
HIGHWAY USER REVENUE FUND
BED, BOARD, AND BEVERAGE FUNDS
OTHER REVENUES

Councilmember Salas asked how taxes are collected on short-term rentals. Mr. Tadder stated that if a business is registered with a platform that provides short-term rental services, it is the responsibility of the platform to collect and provide those sales taxes to the state. We are very confident we are receiving those taxes associated with the platform users. For those that do not use a platform service, the city has invested in a software that tracks local short-term rentals. This was the first year using that service and it requires short-term rental owners to register and provide general information of their business. This allows staff to cross check that information to

make sure that they have the appropriate business and tax licenses.

A break was held from 9:42 a.m. through 9:57 a.m.

Ms. Derryberry continued the presentation.

AVAILABLE RESOURCES AND FIXED COSTS
AVAILABLE RESOURCES – GENERAL FUND
PENSION CONTRIBUTION RATES
PENSION EXPENDITURES
FIXED COSTS – GENERAL FUND
OTHER CONSIDERATIONS

Mayor Deasy asked when it is expected that the cost savings from the pension adjustment will be more substantial. Mr. Tadder stated that the first five years are being set aside as reserve funds and after that five year period the savings will be used to make sure merit raises are funded long term.

Interim Human Resources and Risk Management Director Brandi Suda, Human Resources Consultant Jeanie Gallagher, and Economic Vitality Director Heidi Hansen continued the presentation.

INVESTING IN EMPLOYEES UPDATE
BENEFITS AND COMPENSATION
RECRUITMENT/RETENTION WILL REMAIN A CHALLENGE
SUCCESSSES & STRATEGIES

Mayor Deasy asked for the turnover rate for the last few years. Ms. Gallagher provided the following:

2018 – 11.98%
2019 – 12.16%
2020 – 17.44%
2021 – 24.9%

Council briefly discussed succession planning, diversity within the Police Department, recreational marijuana policies, and international employment opportunities.

CITY OF FLAGSTAFF RECRUITMENT CAMPAIGN
POLICE DEPARTMENT VIDEO
BENEFITS – PENSION
BENEFITS
COMPENSATION
COMPENSATION HISTORY
BUDGET TEAM COMPENSATION BY PRIORITY
MINIMUM WAGE ORDINANCE (MANDATORY) RECAP
MERIT INCREASE RECAP
MARKET ADJUSTMENTS RECAP
COMPRESSION RECAP
COST-OF-LIVING ADJUSTMENT (COLA)

EAC Co-Chair and Police Detective Jared Wotasik continued the presentation.

EMPLOYEE ADVISORY COMMITTEE

EAC RECOMMENDATIONS AND PRIORITIES

Mayor Deasy requested that an analysis be done to understand the implications of preemptively raising the minimum wage for city employees to \$17/hour and the impacts that would have across other employee pay plans.

Councilmember Shimoni voiced support for a possible Cost of Living Adjustment as well as more contribution to the health and dental premiums.

A break was held from 12:00 p.m. through 12:32 p.m.

Senior Deputy City Manager Shannon Anderson continued the presentation.

BOND COMMITTEE UPDATE

Grants and Contracts Manager Stacey Brechler-Knaggs, Public Affairs Director Sarah Langley, Airport Director Barney Helmick, and Airport Programs Manager Brian Gall continued the presentation.

FEDERAL FUNDING UPDATE

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CLFRF)

INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA)

BIPARTISAN INFRASTRUCTURE LAW (BIL) IMPACTS FOR ARIZONA

BIPARTISAN INFRASTRUCTURE LAW (BIL) NEW AND EXPANDED COMPETITIVE GRANTS

ENVIRONMENTAL INFRASTRUCTURE PROGRAM

INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) NEXT STEPS

Councilmember Salas asked if there is adequate staff capacity for grant seeking and development. Ms. Brechler-Knaggs stated that she has requested two additional positions for grants and contracts this year. They are also moving forward with developing a Request for Qualifications for on-call consultants to assist with grants and contracts.

FLAGSTAFF AIRPORT CARES ACT GRANTS

FUTURE FEDERAL FUNDING UPDATES

A break was held from 1:41 p.m. through 1:51 p.m.

Mr. Tadder continued the presentation.

RESOURCE ALLOCATIONS AND PRIORITIES

Interim Water Services Director Andy Bertelsen continued the presentation.

STORMWATER

WASTEWATER

Deputy Fire Chief Mark Wilson continued the presentation.

PUBLIC SAFETY

JOINT SAFETY COMMUNICATION EQUIPMENT

FIRE APPARATUS REPLACEMENT

FIRE APPARATUS BAY STORAGE

Sustainability Director Nicole Antonopoulos continued the presentation.

CARBON NEUTRALITY: PROPOSED BOND PROJECTS
CARBON NEUTRALITY
HEALTHY AND EFFICIENT HOMES
ENERGY INDEPENDENCE INITIATIVE
SAFE AND ACCESSIBLE BIKE AND PEDESTRIAN INFRASTRUCTURE
COMMUNITY HEALTH AND RESILIENCE INITIATIVE
ACCESSORY DWELLING UNITS INFILL ACCELERATOR
HEALTHY HOMES AND STOVES
COMMUNITY ELECTRIC MOBILITY
NORTHERN ARIZONA FOOD SYSTEMS SUPPORT
SUSTAINED COMMITMENT
PROGRAMMATIC NEEDS FOR FY22-23

Councilmember Shimoni voiced his support for implementing as many programmatic needs as possible.

5. Public Participation

None

6. Adjournment

The Budget Retreat of the Flagstaff City Council held February 3, 2022, adjourned at 2:54 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. Call to Order

Mayor Deasy called the Budget Retreat of the Flagstaff City Council held February 4, 2022, to order at 8:32 a.m.

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 work session, 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.

PRESENT:

ABSENT:

MAYOR DEASY (virtually)
VICE MAYOR DAGGETT (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY (virtually)
COUNCILMEMBER SALAS (virtually)
COUNCILMEMBER SHIMONI (virtually)
COUNCILMEMBER SWEET (virtually)

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. **Pledge of Allegiance, Mission Statement, and Land Acknowledgement**

The Council and audience recited the pledge of allegiance, Councilmember Salas read the Mission Statement of the City of Flagstaff, and Councilmember Shimoni read the Land Acknowledgement.

MISSION STATEMENT

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LAND ACKNOWLEDGEMENT

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4. City Council Fiscal Year 2022-2023 Budget Retreat

Facilitator Nicole Lance offered some opening remarks and provided a PowerPoint presentation that covered the following:

HOW ARE WE SHOWING UP TODAY?

Housing Director Sarah Darr continued the presentation.

HOUSING

LESSONS LEARNED

WHAT HAS CHANGED IN THE LAST 4 YEARS?

EMERGENCY HOUSING RECOMMENDATIONS - \$17 MILLION

RENTAL HOUSING RECOMMENDATIONS - \$16 MILLION

WORKFORCE HOUSING/HOMEOWNERSHIP - \$17 MILLION

PROPOSED HOUSING BOND PROJECTS

HOUSING – 10 YEAR PLAN

HOUSING FUNDING

Vice Mayor Daggett asked how eviction prevention would boost the efforts already underway in the community and what happens to the households that need additional assistance. Ms. Darr stated that local money equals local rules and right now federal and state funding is being utilized for eviction prevention and that has some income caps that are too low to help working households in the community. Using local money would allow us to create rules that are specific to Flagstaff to augment what is already available.

Mayor Deasy stated that he supports the navigator position and the homebuyer assistance with a revolving component. He would like to look at options for bonding at \$10 million and \$20 million.

Councilmember Shimoni also voice support for the Housing Navigator position but is not interested in exploring lesser amounts on the bond recommendation.

Councilmember McCarthy indicated he was supportive of the revolving loan program and that it was worth analyzing smaller amounts for the bond. The information would be helpful as the Council considers their final decision.

Capital Improvements Engineer Trevor Henry continued the presentation.

CAPITAL IMPROVEMENTS

JWP LAKE MARY TO AIRPORT

JWP LONE TREE TO FOURTH STREET

PILOT PROGRAM SEPARATE BIK

BUTLER AVENUE WIDENING

FOURTH-LOCKETT ROUNDABOUT

BEULAH UNIVERSITY

City Engineer Rick Barrett continued the presentation.

CAPITAL IMPROVEMENTS

Council discussed limitations with funding and personnel and the need to potentially reprioritize the five-year plan.

Following discussion, it was decided that a Work Session dedicated to discussion of the five-year plan and project prioritization would be held to allow adequate time for discussion and direction.

A break was held from 10:27 a.m. through 10:34 a.m.

Public Works Director Scott Overton continued the presentation.

FACILITIES FLEET

IT Director CJ Perry continued the presentation.

INFORMATION TECHNOLOGY

Mayor Deasy spoke in support of infrastructure and cyber security the importance of maximizing opportunity.

COUNCIL FORUM/BUDGET EXPECTATIONS

The following takeaways were noted by Council:

- Use the Housing Emergency and Climate Emergency as a lens to apply the budget through.
- Support the foundational needs.
- Lack of affordable housing holds us back from what we could be achieving from business retention and attraction.
- Our climate change needs are not environmental wishes, those of us least able to afford the impacts of climate change will be the ones who experience those impacts most.
- Housing needs a seat at the leadership table and at all planning discussions.
- Would like to have priority packages of projects.
- Maximize matching funds wherever possible.
- Cost recovery and revolving funds should be included in the priority list.

5. Public Participation

None

6. Adjournment

The Budget Retreat of the Flagstaff City Council held February 4, 2022, adjourned at 11:56 a.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. Call to Order

Mayor Daggett called the Work Session of January 24, 2023, to order at 3:04 p.m.

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 work session, 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.

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. **Pledge of Allegiance, Mission Statement, and Land Acknowledgement**

The Council and audience recited the pledge of allegiance, Councilmember House read the Mission Statement of the City of Flagstaff, and Councilmember Sweet read the Land Acknowledgement.

MISSION STATEMENT

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LAND ACKNOWLEDGEMENT

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4. **Prayer - Indigenous Elder**

Dianne Lomahaftewa-Albert offered a Native American prayer over the City Council.

5. **Public Participation**

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. 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 to have 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.

Anthony Garcia addressed Council about the winter parking ordinance and asked that it be slated for a future discussion item.

Chief of Staff Shawn Johnson introduced Doris Mensa who is the new Executive Assistant to the Mayor and Council.

6. ~~**Attorney General Kris Mayes Introduction and Informational Presentation**~~

ITEM PULLED FROM AGENDA

7. **Carbon Neutrality Plan (CNP) Quarterly Update**

Sustainability Director Nicole Antonopoulos introduced the agenda item and together with Climate Program Manager Jenny Niemann, Youth Climate Leadership Vista Gracie Rechkemmer, and Climate Engagement Coordinator Jenna Ortega provided a PowerPoint presentation that covered the following:

FLAGSTAFF CARBON NEUTRALITY PLAN BI-ANNUAL UPDATE
OUR TEAM
TODAY'S DISCUSSION
CLIMATE ACTION PRINCIPLES
CLIMATE GOALS
WE CATALYZE CLIMATE ACTION THROUGH:
CNP TARGET AREAS
POLICY DEVELOPMENT
COMMUNITY INFRASTRUCTURE
SERVICES
CAPACITY BUILDING
ELEVATING VOICES
SUPPORTING OUR PARTNERS
DATA ANALYSIS
MUNICIPAL CARBON NEUTRALITY

REALITIES
PUTTING THIS INTO PERSPECTIVE
HELP BUILD A STRONGER FLAGSTAFF

The following individuals addressed Council regarding the Carbon Neutrality Plan:

- Laura Kessler
- Travis Smith
- Tom Pearson

The following comments were received:

- There is too much ambiguity in the plan.
- What is the cost to the tax payers and what is the benefit they will receive?
- The people who are concerned about the plan are not organized to voice their concerns, fears, or disapproval.
- The Carbon Neutrality Plan is not a priority for everyone in Flagstaff.
- There are significant concerns about being so dependent upon electricity.
- Pollution from mining for electric vehicle battery materials is a concern.
- Solar farms are dangerous to animals.
- It is important to consider and listen to the voices of those who do not support the Carbon Neutrality Plan.
- The plan mirrors the same language and plans of every city and the Rockefeller Foundation is behind each of them.
- There needs to be more research on who is writing and funding these types of plans.
- Take the forecasted positions with a degree of doubt and have alternative plans in place.
- Even if Flagstaff accomplishes all carbon neutrality goals, total atmospheric CO2 will continue to grow rapidly and the trajectory of global warming will be minimally affected.
- The city's efforts must be focused on mitigating the effects of global warming not trying to stop it.
- More alternative energy sources need to be developed.

Robert Collis submitted a written public comment stating that in order for the Carbon Neutrality Plan to be successful there needs to be reliable and connected routes for non-motorized transportation throughout the year.

Councilmember McCarthy stated that climate change is happening and the effects are being seen. There is a big push to move toward electric transportation, heating, cooking, etc. but that only makes sense if the electricity is generated from a renewable source. He requested that the next update on the Carbon Neutrality Plan include an update on how much electric energy is generated by renewable resources.

Councilmember Matthews asked if there is a way to measure the city's carbon emissions as there is no information currently available on how much is being released within the Flagstaff. Ms. Antonopoulos stated that staff is working with a local laboratory on that initiative. It is hoped that there will be a way to gather real time data points to help guide future discussions and directions.

Councilmember Harris asked what considerations are being made on how information is being disseminated to people about the rebate programs available to low-income residents. Ms. Niemann stated that the topic is one that they are constantly working on. They have been running ads on the radio combined with extensive social media campaigning. They are currently working on building a more robust campaign. Ms. Antonopoulos stated that word of mouth is very impactful and they are trying to build trust within the community and they are leaning on key community partners and people to share information.

Councilmember Harris stated that doing door to door and direct outreach to people who may not otherwise have access to the information is critical. There is also a need in the community for education about cost and benefit. She also noted that it is sometimes difficult for low-income people to participate in rebate programs because they do not have the up front resources to contribute. Ms. Antonopoulos stated that they are exploring opportunities to provide prebates rather than rebates in certain cases.

Councilmember Sweet asked about the Business Advisory group and how often they meet. Ms. Ortega stated that the group is made up of 11 businesses and they meet one time per month.

Vice Mayor Aslan stated that there was a story recently about SRP putting in a large solar array near Flagstaff and asked what impact and benefit that may have for Flagstaff. Ms. Antonopoulos stated that it is part of a broader project. The more renewables that can be set in up in the southwest the cleaner the grid will get. The project helps support the push for more electrification.

Mayor Daggett stated that there is a lot of opportunity to build relationships between neighbors and within the community. There is hesitancy for improved walkability because the message being heard is other transportation is being eliminated. A change in messaging that focuses on making it more enjoyable to walk should one choose may be more effective.

Council thanked staff for the presentation and thanked them for the work being done to advance the plan forward.

8. Spruce Wash and Schultz Creek Watershed Update

Public Works Director Scott Overton, Julie Leid with Peak Engineering, Joe Loverich with JE Fuller, Capital Improvements Project Manager Mac McNamara, Stormwater Manager Ed Schenk, and Public Affairs Director Sarah Langley provided a PowerPoint presentation that covered the following:

POST-WILDFIRE FLOODING UPDATE
OBJECTIVES FOR TONIGHT
FIRE/FLOOD HISTORY
OVERALL MAP
SPRUCE WASH
FEASIBILITY STUDY PHASE II
PROJECT TIMELINE
SPRUCE WASH HYDROLOGY UPDATE
MODELING SUMMARY
NOVEMBER BOND SUCCESS
MITIGATION POST BOND
SPRUCE WASH PROJECT DELIVERY
SPRUCE WASH CONSTRUCTION
SPRUCE WASH PROJECT DELIVERY
SCHULTZ CREEK
SCHULTZ CREEK PROJECT DELIVERY
SCHULTZ BASINS
SCHULTZ CREEK
SCHULTZ CREEK AT HWY 180
FRANCES SHORT POND

COMMUNICATIONS UPDATE
SPRUCE WASH COMMUNITY MEETING NOTICE
MUSEUM FLOOD AREA COMMUNICATIONS
PIPELINE WEST COMMUNICATIONS

Laura Kessler addressed Council stating that she appreciates the work being done on the channel on Highway 180.

Mayor Daggett asked how much more money is needed to complete the project and what the short-term mitigation strategies are. Mr. Schenk stated that it is still too early to know. They have to get through design and survey and there is also property acquisition to consider as well as coordination with partner agencies including the County and State of Arizona. When it was first costed out it was about \$5 million total, they anticipate ADOT to fund their portion which is approximately \$1 million. In terms of shorter-term mitigation, there is not much more than what has been done already. That area is a challenge and they are working with private property owners to enhance a temporary non-engineered ditch to help move some water.

Vice Mayor Aslan asked about the detention basin project mentioned at the wedge. He is concerned about removing the trees in that area. Ms. Leid stated that the plan is similar to what is on Kaspar which is an area that includes vegetation but no trees. They remain very sensitive to the tree removal but also need to be cognizant of downstream effects.

Mayor Daggett asked about the use of Ponderosa Park for water conveyance; she asked if residents will be able to use the park again. Ms. Leid stated that the intent is to have a mitigation through the park that allows it to still be useable.

Mayor Daggett asked about temporary fixes in terms of Meade and Stevannah and if there will be presentations on personal mitigation options. Mr. Overton stated that a more thorough presentation will come in the spring that focuses on short-term mitigation. The focus has been shifted to getting the long-term projects completed and that does have an impact on the short-term mitigation and response.

9. Public Participation

None

10. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember Sweet reported that she and the Mayor will be heading to the State Capital to testify in front of the State Transportation Board requesting more funding for flood mitigation and stormwater needs.

Mayor Daggett reminded the public about the upcoming Open Doors, Art in Action panel discussion happening on Friday at Epiphany Church.

11. Adjournment

The Work Session of the Flagstaff City Council held January 24, 2023, adjourned at 5:44 p.m.

MAYOR

ATTEST:

CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JANUARY 31, 2023
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. **Call to Order**

Mayor Daggett called the Special Meeting (Executive Session) to order at 1:06 p.m.

2. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR ASLAN (virtually)
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE (virtually)
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. **Recess into Executive Session**

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Lori Matthews to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. **Executive Session Confidentiality Statement**

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. **Executive Session:**

- A. Discussion or consultation for legal advice with the attorney or attorneys of the public body and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Litigation Update

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3) and (7), respectively.

i. Legal advice and property negotiations related to the proposed lease and development of 31.45 acres adjacent to the Pulliam Airport

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held January 31, 2023, reconvened into Open Session at 2:53 p.m. at which time the meeting adjourned.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. Call to Order

Mayor Daggett called the Budget Retreat of the Flagstaff City Council held February 2, 2023, to order at 8:32 a.m.

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 work session, 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.

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS (arrived at 8:41 a.m)
COUNCILMEMBER HOUSE (virtually)
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. **Pledge of Allegiance, Mission Statement, and Land Acknowledgement**

The Council and audience recited the pledge of allegiance, Councilmember Sweet read the Mission Statement of the City of Flagstaff, and Councilmember McCarthy read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. City Council Budget Retreat

Mr. Clifton offered opening remarks and turned things over to the facilitator Katie Wittekind who reviewed the objectives for the day.

COUNCIL BUDGET RETREAT
WELCOME AND OBJECTIVES
WELCOME
AGENDA

Finance Director Heidi Derryberry continued the presentation.

BUDGET TIMELINE

Interim Deputy City Manager Heidi Hansen continued the presentation.

JANUARY RETREAT TAKEAWAYS

Management Services Director Rick Tadder continued the presentation.

REVENUE UPDATE
GENERAL FUND
GENERAL SALES TAX
STATE SHARED SALES TAX
GENERAL FUND (PRIOR YEAR)
STATE SHARED URBAN REVENUE (INCOME TAX)
STATE SHARED AUTO LIEU
BUILDING PERMITS
FRANCHISE FEES
PRIMARY PROPERTY TAXES
HIGHWAY USER REVENUE FUND
TRANSPORTATION TAXES
BED, BOARD AND BEVERAGE FUNDS
OTHER REVENUE CONSIDERATIONS

Mr. Clifton stated that Summit Consulting Group is being considered as an additional state lobbyist to specifically seek funding from the state. This would only be to supplement current efforts and may not be a long term situation but rather while funds may be available. Council voiced their support of Mr. Clifton's proposal.

Finance Director Brandi Suda continued the presentation.

AVAILABLE RESOURCES AND FIXED COSTS
PENSION CONTRIBUTION RATES
PENSION EXPENDITURES
FIXED COSTS – GENERAL FUND

AVAILABLE RESOURCES – GENERAL FUND
OTHER CONSIDERATIONS – ALL FUNDS
OTHER FUNDS FISCAL HEALTH

Councilmember Harris stated that people have spoken about there being an excess of funds in the general fund and that should be used to fund stormwater needs. Ms. Suda stated that there may be a fund balance but there are plans for that money. Management Services Director Rick Tadder stated that it is important to look at the entire organization and the needs across all Divisions and make the decision to utilize general fund dollars within that context.

Mr. Tadder noted that there are two key drivers with stormwater, that is to complete the 180 corridor projects and there is the possibility of state funding for that but we cannot rely on those. The other consideration is the operating costs to maintain the detention basins. Over a period of time a good clean out is approximately \$7 million and should there be a catastrophic event we need to be able to support that and if there is a need for clean up multiple times in a year we could be in trouble. Setting aside general funds in case state and federal funding does not come through can be problematic. Collectively it could be an \$8 to \$10 million ask which would take about half of the available resources. It would take a lot of opportunities out of the general fund, and there could be delays in projects, equipment, and operations. Stormwater needs a rate increase, their operating costs need to be addressed, and there needs to be ongoing funding for those operations.

Mr. Tadder further explained that sunset rates are a bad idea, it is important to make sure revenues are meeting the ongoing operation resources. Currently, there are not ongoing resources to pay for your operation costs and that will cause our bond rating to decrease which can impact future projects.

Steve Puhr addressed Council and provided an option to consider for funding stormwater projects and needs.

A break was held from 10:36 a.m. through 10:50 a.m.

Interim Deputy City Manager Heidi Hansen continued the presentation.

INVESTING IN EMPLOYEES UPDATE
RECRUITMENT/RETENTION: EFFORTS AND SUCCESS
ADVERTISEMENTS
TRACKING APPLICATIONS

Human Resources and Risk Management Director Randy Tracy continued the presentation.

RECRUITMENT DATA
TIME TO HIRE

Ms. Suda continued the presentation.

GENERAL FUND BENEFITS – PENSION
GENERAL FUND BENEFITS
BENEFITS – MEDICAL INSURANCE

Mr. Tracy continued the presentation.

COMPENSATION
COMPENSATION HISTORY

MINIMUM WAGE ORDINANCE
MINIMUM WAGE – CPI IMPACTS
MERIT
PAY FOR PERFORMANCE
ANNUAL MARKET ANALYSIS
PAY PLAN MARKET ADJUSTMENTS
PAY PLAN MARKET ADJUSTMENT ESTIMATED COSTS
COMPENSATION SUMMARY

EAC Co-Chair and Police Detective Jared Wotasik continued the presentation.

EMPLOYEE ADVISORY COMMITTEE (EAC)
INPUT ON COMPENSATION/BENEFITS
IMPACT OF INFLATION AND MARKET TRENDS ON WAGES
MINIMUM WAGE IMPACT
PAY FOR PERFORMANCE
MAINTAIN COST SHARE LEVELS FOR BENEFIT COVERAGE CONTRIBUTIONS

A break was held from 11:40 a.m. through 12:17 p.m.

Fire Chief Mark Gaillard continued the presentation.

BOND PROJECTS UPDATE
PROPOSITION 441: WILDFIRE SUPPRESSION

City Engineer Paul Mood continued the presentation.

PROPOSITION 441: SPRUCE WASH IMPROVEMENTS

Water Services Engineering Section Director Gary Miller continued the presentation.

FLAGSTAFF WASTEWATER TREATMENT
WILDCAT RECLAMATION PLANT PROJECTS
RIO DE FLAG RECLAMATION PLANT PROJECTS

Housing Director Sarah Darr continued the presentation.

PROPOSITION 442 – HOUSING

Grants, Contracts, and Emergency Management Director Stacey Brechler-Knaggs continued the presentation.

FEDERAL FUNDING UPDATE
AWARDED PROJECTS – ARPA
FEDERAL FUNDS
REVENUE REPLACEMENT FUNDS – UNRESTRICTED GENERAL FUND
AWARDED PROJECTS
FEDERAL AVIATION ADMINISTRATION/ARIZONA DEPARTMENT OF TRANSPORTATION
HOUSING AND URBAN DEVELOPMENT, COMMUNITY DEVELOPMENT BLOCK GRANTS
PENDING APPLICATIONS
AVAILABLE OPPORTUNITIES

A break was held from 2:00 p.m. through 2:15 p.m.

Capital Improvements Engineer Trevor Henry continued the presentation.

RESOURCE ALLOCATIONS AND PRIORITIES
 CAPITAL IMPROVEMENT PROJECTS
 CAPITAL IMPROVEMENT PROJECTS (FUNDED)
 LONE TREE OVERPASS AND CORRIDOR
 DOWNTOWN MILE SAFETY AND CONNECTIVITY PROJECT
 BEULAH & UNIVERSITY IMPROVEMENTS
 BUTLER-FOURTH IMPROVEMENTS
 LOCKETT AND CEDAR ROUNDABOUT
 RIO DE FLAG IMPROVEMENTS

Airport Program Manager Brian Gall continued the presentation.

AIRPORT SNOW REMOVAL BUILDING
 AIRPORT PARKING LOTS
 AIRPORT TERMINAL IMPROVEMENTS

Mr. Miller continued the presentations

CAPITAL IMPROVEMENT PROJECTS (PARTIALLY FUNDED)
 RIO PLANT DIGESTERS - \$24M
 INNER BASIN PIPELINE
 NORESKO PROJECTS – UPCOMING
 LAKE MARY RAW WATER PIPELINE
 JOHN WESLEY POWELL EXTENSION

5. Public Participation

Adam Shimoni spoke in support of a letter submitted to the Mayor and Council regarding transportation budget requests.

Joe Galli addressed Council speaking in support of small business assistance, housing, and HB2543. He mentioned the upcoming discussion on stormwater rates and noted the impacts of minimum wage.

Eric Wolverton addressed Council in support of additional funding for the incentive policy for affordable housing.

6. Adjournment

The Budget Retreat of the Flagstaff City Council held February 2, 2023, adjourned at 3:37 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. Call to Order

Mayor Daggett called the meeting of the Flagstaff City Council held February 3, 2023, to order at 8:30 a.m.

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 work session, 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.

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR ASLAN (arrived at 8:37 a.m.)
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. **Pledge of Allegiance, Mission Statement, and Land Acknowledgement**

The Council and audience recited the pledge of allegiance, Councilmember Harris read the Mission Statement of the City of Flagstaff, and Councilmember Matthews read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. City Council Budget Retreat

Mr. Clifton offered opening remarks and turned things over to the facilitator Katie Wittekind who reviewed the objectives for the day.

Public Works Director Scott Overton provided a PowerPoint presentation that covered the following:

OPERATING CAPITAL REPLACEMENTS/MAINTENANCE
FACILITIES MAINTENANCE
FLEET SERVICES

Councilmember Matthews asked how energy used to charge electric vehicles is forecasted and if there is consideration for those additional costs in the future.

Climate Program Manager Jenny Niemann stated that it is an accounting that is tied into the overall energy costs of a building. They have not been able to track those costs separately because they are plugged in directly to a building. Mr. Overton added that going forward it will be important to figure out how to assess those costs to a vehicle versus a facility.

Council briefly discussed how and where electric vehicles are charged for city-owned vehicles, the availability of equipment, and efforts to obtain electric vehicles for the fleet.

IT Director CJ Perry continued the presentation.

INFORMATION TECHNOLOGY
BROADBAND

Council and staff discussed the dynamics of Smart City technology and the benefits of developing and implementing that technology.

FIBER COMING TO FLAGSTAFF
STAFF RECOMMENDATION
IT INFRASTRUCTURE

Ms. Niemann continued the presentation.

CARBON NEUTRALITY
CARBON NEUTRALITY PLAN (CNP)
CARBON NEUTRALITY PLAN (CNP) COMMUNITY INVESTMENT NEEDED
COMMUNITIES ACROSS THE COUNTRY ARE INVESTING IN THEIR COMMUNITIES
THROUGH CLIMATE ACTION
STRATEGY
ALL FUNDING SOURCES MUST BE CONSIDERED
MOVING THE NEEDLE
CARBON NEUTRALITY

TRANSPORTATION
BUILDING ENERGY
NEIGHBORHOOD RESILIENCE AND EQUITY
REGIONAL INFRASTRUCTURE

Vice Mayor Aslan asked if the Carbon Neutrality Plan had any impact on grant applications and consideration. Grants, Contracts, and Emergency Management Director Stacey Brechler-Knaggs stated that the plan has been considered as an element of grant applications.

Councilmember Matthews expressed concern about the lack of adequate electric infrastructure to support the current and future needs. She asked how the public can be assured that their needs will be met with a transition to all electric. Ms. Niemann stated that it would be a good idea to hear from APS directly on their efforts to expand and support the electrical grid.

Councilmember House offered appreciation for the focus on community and neighborhood engagement. She would like to ensure that the messaging of “we’re in this together” does not come across as “you’ve got this” which conveys that they are on their own. Building resiliency and neighborhood equity is a great approach.

A break was held from 10:15 a.m. through 10:30 a.m.

Following the break, Ms. Wittekind led the Council through a relationship and team building exercise. Takeaways from that exercise include the following:

- Authenticity is the currency of the future.
- Encouraged and feeling hopeful about the future.
- Gratitude and optimism.
- It is okay to be human and make mistakes.
- Be open minded.
- There are different perspectives and different backgrounds but they are able to work together and be human with each other.
- We are a team and we all have the best interest of the community in mind.
- Building trust and building relationships that are based on trust and respect.

A break was held from 11:25 a.m. through 11:49 a.m.

Fire Chief Mark Gaillard continued the presentation.

RESOURCE NEEDS
CARE UNIT FUNDING

Mr. Clifton spoke about the possibility of reallocating the \$2.4 million set aside for a standalone facility toward providing service within the community. He suggested reallocating the funds to the Fire Station #2 in Sunnyside. The building is not in a good state of repair and it is not very salvageable from a sustainability perspective. The property is ideal to provide a community service as it is next to a park and easily accessed by the neighborhood. There is a thought to bring in some kind of STEM education into the facility. There is a movement to repurpose city buildings to meet city and community needs. This concept is on its way and there will be more discussion to come. The reallocation of the \$2.4 million could likely accomplish the restoration. It is something for Council to consider and there will be more discussion as the plan evolves.

Public Works Director Scott Overton provided a brief overview of the history of the building and showed a rendering of a concept plan for the restoration of the facility.

Councilmember House offered a suggestion to partner with an un-utilized retail space for the

purpose of a dedicated CARE space. She is excited by the proposal but she does not want to step away from the potential expansion of the CARE Unit program.

Mayor Daggett noted that she was not a big supporter of a stand alone CARE facility because there are non-profit partners to help with that. She expressed support of putting a STEM facility in Sunnyside.

Vice Mayor Aslan stated that he supports the STEM facility so long as there are continued discussions with non-profits and partners about ways to expand the CARE service and function.

Councilmember Matthews offered that she thinks it would be a great investment for that neighborhood. However, she does not want to take away from the needs of the CARE Unit.

Councilmember McCarthy stated that he would like to have a discussion about the overall use of the repurposed facility and if it would be open for other uses.

Councilmember Sweet stated that she is supportive of the community facility and that it is a way to bring in something beneficial for the neighborhood. She also looks forward to further conversation about how to expand the CARE Unit.

Mr. Clifton assured Council that the CARE program is on a good journey and they are not at the end of the road in building the program up further.

Zoning Code Manager Tiffany Antol, City Engineer Paul Mood, and Chief Gaillard continued the presentation.

NAH DEVELOPMENT

Council discussed the concerns of the Fire Department such as overall equipment needs, station locations, service area expansion, and building height. The current Station on Lake Mary Road is good in terms of location but insufficient due to the inability to house a ladder truck; it is an issue of needing a place to store that specific equipment. There has been discussion about a new Station 7 along John Wesley Powell. There was further discussion regarding the use of the existing fire station, staffing, possible sites for a new station, and possible grant funding.

Management Services Director Rick Tadder continued the presentation.

SERVICE PARTNER CONTRACTS

SERVICE PARTNERS BUDGET

Mr. Clifton indicated that he would advocate for the long term arrangement with High Country Humane. There is a lot of staff time involved with negotiating terms on a year by year basis. Police Chief Dan Musselman added that a longer contract benefits High Country Humane as well because they have secure and dedicated funding to help with grants and capital projects.

A majority of Council agreed to move forward with the longer term agreement. They also requested regular updates from other service partners throughout the year.

COUNCIL FORUM / BUDGET EXPECTATIONS

The following items were identified as takeaways and need for follow-up:

- Noresco Phase II
- Building security

- Asset management tool
- Investing in employees
- Snow operation discussion
- High Country Human contract extension
- Flagstaff Shelter Services update and ongoing needs
- Ongoing dialogue regarding Northern Arizona Healthcare
- Pilot bike lane program discussion
- Community involvement

5. Public Participation

Adam Shimoni addressed Council speaking in support of additional funding for the CARE Unit. He also spoke about wanting to see the pilot bike program expanded to include a protected intersection at Butler and Beaver or Butler and San Francisco.

Michele James with Friends of Flagstaff's Future addressed Council speaking in support of additional funding for the implementation of the Carbon Neutrality Plan and additional funding for the Sustainability Division. She also spoke in support of the recommendations provided to Council in a recent letter from the Transportation Commission.

6. Adjournment

The Budget Retreat of the Flagstaff City Council held February 2, 2023, adjourned at 1:53 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. **CALL TO ORDER**

Vice Mayor Aslan called the meeting of the Flagstaff City Council held February 7, 2023, to order at 3:01 p.m.

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.

PRESENT:

VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

ABSENT:

MAYOR DAGGETT

Others present: City Manager Greg Clifton; Deputy City Attorney Kevin Fincel.

3. **PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT**

The Council and audience recited the pledge of allegiance, Councilmember McCarthy read the Mission Statement of the City of Flagstaff, and Councilmember House read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's

Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- A. Consideration and Approval of Minutes:** City Council Regular Meeting of January 4, 2022, Special Meeting of January 6, 2022, Work Session of January 11, 2022, Regular Meeting of January 3, 2023, Special Meeting (Executive Session) of January 10, 2023, Special Meeting (Executive Session) of January 12, 2023, Regular Meeting of January 17, 2023, City Council Retreat of January 19, 2023, and City Council Retreat of January 20, 2023.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to approve the minutes of the City Council Regular Meeting of January 4, 2022, Special Meeting of January 6, 2022, Work Session of January 11, 2022, Regular Meeting of January 3, 2023, Special Meeting (Executive Session) of January 10, 2023, Special Meeting (Executive Session) of January 12, 2023, Regular Meeting of January 17, 2023, City Council Retreat of January 19, 2023, and City Council Retreat of January 20, 2023.

Vote: 6 - 0 - Unanimously

5. 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.

Stephen Puhr addressed Council thanking them and staff for being open minded on the use of general funds to moderate the stormwater rate increase while also addressing the stormwater needs.

Lena Fowler addressed Council to invite them to an event on February 19, 2023 at the Murdoch Center to honor the Citizen of the Year from the NAACP.

6. PROCLAMATIONS AND RECOGNITIONS

- A. Proclamation:** Astrotourism Month

Vice Mayor Aslan and the City Council read and presented the proclamation.

- B. Proclamation:** Black History Month

Vice Mayor Aslan and the City Council read and presented the proclamation to Jean Toner, Chairperson of the Commission on Diversity Awareness.

7. COUNCIL LIAISON REPORTS

Councilmember House reported that the Housing Commission met last week and reviewed the ten-year housing plan update that will be presented to Council and also reviewed the CDBG program.

Councilmember Sweet reported that Mountain Line returned to full service in January and ridership continues to rebound. She also reported that the five-year transit plan is complete and has been adopted. The goal is for community partners to use the plan to guide their planning efforts.

Councilmember McCarthy reported that he attended the Transportation Commission meeting where they discussed traffic calming plans. He also reported that MetroPlan Executive Director Jeff Meilbeck is resigning so they will be starting a search for his replacement.

Councilmember Harris reported that she met with Interim Deputy City Manager Heidi Hansen about how the Southside Community Association can be a bigger part of getting information out to visitors of Flagstaff. She also reported that she attended the Black Student Union at NAU art exhibit.

Councilmember Matthews reported that she spoke at the On the Verge art installation about housing. She also attended the Mountain Line board meeting where they discussed funding strategies for transportation services to the new hospital location. They also reported that they will be seeking an expansion of services in the 2024 election. She also reported that the Indigenous Commission met and discussed water issues and Flagstaff's plans to prepare for providing water five generations out. It was a good meeting with good information and good conversation.

Vice Mayor Aslan reported that he attended the Sustainability Commission meeting where they discussed their grant process. He also reported that the Coconino Plateau Water Advisory Commission met for a presentation from a representative from the Diablo Trust. There was a lengthy discussion about the water legislation that is moving through the legislature. He also noted that the Spruce Wash community meeting was well attended.

8. 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.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to approve the Consent Agenda as presented.

Vote: 6 - 0 - Unanimously

A. Consideration and Approval of Contract: A Cooperative Purchase Contract with Surdex Corporation in the amount of \$74,958.00 for Orthoimagery and LiDAR Data Acquisition.

1. Approve the Cooperative Purchase Contract with Surdex Corporation in the amount of \$74,958.00 for Orthoimagery and LiDAR Data Acquisition; and
2. Authorize the City Manager to execute the necessary documents.

9. PUBLIC HEARING ITEMS

- A. Consideration and Adoption of Ordinance No. 2023-01:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Division 10-80.20: Definitions of Specialized terms, phrases, and building functions, Section 10-80.20.040: Definitions "D" to modify the term "duplex"; Providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

Vice Mayor Aslan opened the public hearing.

Planner Ben Mejia provided a PowerPoint presentation that covered the following:

AMENDMENTS TO ZONING CODE DIVISION 10-80.20.040 DUPLEX DEFINITION
 PZ-22-00180: UPDATES TO ZONING CODE – DUPLEX
 BACKGROUND
 PROPOSED AMENDMENT
 STAFF RECOMMENDATION
 PLANNING AND ZONING COMMISSION RECOMMENDATION

Councilmember McCarthy stated that the practical implications mean that duplexes will not have to go through the Conditional Use Permit process and it will streamline things.

Mr. Mejia stated that the change would mean that a concept plan is no longer required and it would go straight to a building plan. It is something that would streamline the process.

There being no further comment, Vice Mayor Aslan closed the public hearing.

Moved by Councilmember Khara House, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2023-01 by title only for the first time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, DIVISION 10-80.20: DEFINITIONS OF SPECIALIZED TERMS, PHRASES, AND BUILDING FUNCTIONS, SECTION 10-80.20.040: DEFINITIONS "D" TO MODIFY THE TERM "DUPLEX"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

- B. Consideration and Adoption of Ordinance No. 2023-02 :** An ordinance of the City Council of the City of Flagstaff amending the Flagstaff City Code, Title 10 Flagstaff Zoning Code, Chapter 10-40 Specific to Zones, Division 10-40.30: Non Transect Zones, Section 10-40.30.050 Industrial Zones, to modify Table 10-40.30.050.B to allow Manufacturing/Processing - Heavy in the Light Industrial Zone with a Conditional Use Permit, providing for the repeal of conflicting ordinances, severability, and establishing an effective date

Vice Mayor Aslan opened the public hearing.

Associate Planner Wesley Welch provided a PowerPoint presentation that covered the following:

MANUFACTURING/PROCESSING – HEAVY IN THE LIGHT INDUSTRIAL ZONE WITH A

CUP
 PZ-22-00220 MANUFACTURING/PROCESSING IN THE LI ZONE
 CITY OF FLAGSTAFF ZONING MAP
 OVERVIEW OF PROPOSED AMENDMENT
 STAFF RECOMMENDATION
 PLANNING AND ZONING COMMISSION RECOMMENDATION
 OVERVIEW OF PROPOSED AMENDMENT

Councilmember McCarthy stated that he supports the recommendation because there is a Conditional Use Process requirement where adjoining property owners are notified about an application for zoning change. This will allow the public to express any concerns about incompatible use.

There being no further comment, Vice Mayor Aslan closed the public hearing.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to read Ordinance No. 2023-02 by title only for the first time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, DIVISION 10-40.30: NON-TRANSECT ZONES, SECTION 10-40.30.050 INDUSTRIAL ZONES TO MODIFY TABLE 10-40.30.050.B TO ALLOW MANUFACTURING/PROCESSING – HEAVY IN THE LIGHT INDUSTRIAL ZONE WITH A CONDITIONAL USE PERMIT; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

10. **REGULAR AGENDA**

- A. Consideration and Adoption of Resolution No. 2023-03:** A resolution of the Flagstaff City Council naming the tunnel under 1-17 along the Sheep Crossing FUTS Trail in honor of Cosmic Ray (Raymond J. Brutti)

Multi-Modal Planner Martin Ince provided a PowerPoint presentation that covered the following:

NAMING THE SHEEP CROSSING FUTS TUNNEL IN HONOR OF COSMIC RAY
 (RAYMOND J. BRUTTI)
 NAMING THE SHEEP CROSSING FUTS TUNNEL FOR COSMIC RAY
 NAMING PROCESS
 NAMING CRITERIA/INDIVIDUALS
 COMMISSION REVIEW
 COMMUNITY OUTREACH
 COSMIC RAY BRUTTI
 JUSTIFICATION FOR NAMING
 SHEEP CROSSING FUTS TRAIL
 AREA MAP
 MEMORIAL

Councilmember House stated that the dedication is an exciting opportunity. She would like to give some space for the concerns of maintaining the history of sheep keeping and the Basque people. She asked if the intent is to just name the tunnel and not the entire Sheep

Crossing Trail. Mr. Ince stated that it is only intended for the tunnel to be named, not to rename the trail.

Councilmember McCarthy stated that he would like to honor Cosmic Ray but does have some concerns about the location. He suggested looking at other possible locations for the honor. He also suggested that perhaps the matter can be sent back to the commission to identify another trail so that the Sheep Crossing Trail history can be preserved.

Councilmember Sweet suggested combining the names to honor both, she suggested "Sheeps Tunnel in honor of Cosmic Ray"

Teo Melis addressed Council stating that he and Cosmic Ray frequently rode bikes together and Cosmic Ray was always impressed with the ability to use the tunnel to move under six lanes of traffic. He enjoyed tunnels and took pleasure in ringing his bell and making noise on his way through the tunnel. There was never an intention to eliminate the Sheep Crossing history and perhaps there is a way to do both.

Joel Geist addressed Council stating that he is the artist asked to develop some ideas for the project. He believes that there is opportunity to combine the legacy of Cosmic Ray with the sheep history.

Adam Shimoni addressed Council and spoke in support of naming the tunnel after Cosmic Ray. He is a local legend who inspired many to travel by bike. Cosmic Ray had a lot of pride in the improved tunnel and trail. Since the trail name is not being changed, only the tunnel, he is supportive of the naming. He encouraged artwork that integrates the two concepts.

Marcia Wiesner addressed Council thanking them for their consideration for naming the tunnel in honor of her husband. She spoke about his love for writing, biking, and helping others. She stated that he would be thrilled to know that the naming of the tunnel in his honor is being considered.

Councilmember McCarthy stated that he had received a recommendation to name the new tunnel, not yet built, under Route 66 west of Beaver after Cosmic Ray. He asked Ms. Wiesner her thoughts on the suggestion. Ms. Wiesner stated that she would like a place that would allow artwork that expressed Ray's joy in cycling. The tunnel on the Sheep Crossing Trail offers good opportunity for art murals.

Kay Pifer addressed Council in support of naming the tunnel. She stated that it seems to be a perfect place to commemorate the history of the sheep crossing and Basque history in combination with Ray's memory. He deserves having something in his honor for everything that he has provided in the Flagstaff community.

Teo Melissaratos submitted a written comment in support of the naming of the tunnel.

Councilmember House stated that she supports the idea of a shared name on the tunnel. There is a distinction between the name of the trail and another name for the tunnel. She also suggested a historic mural that can take people through a journey starting with the history and then emerging on the other end in the present. She would like to find a way to honor both.

Councilmember Harris indicated that there is a difference between the tunnel and the trail. She suggested "Cosmic Ray Tunnel on the Sheep Crossing FUTS trail." This would provide each group their own distinction and identity.

Council expressed support of the suggestion from Councilmember Harris.

Councilmember McCarthy offered that the designation of FUTS does not necessarily need to be included in the name.

Moved by Councilmember Deborah Harris, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2023-03 by title only with the name of “Cosmic Ray Tunnel on the Sheep Crossing Trail.”

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL NAMING THE TUNNEL UNDER 1-17 ALONG THE SHEEP CROSSING FUTS TRAIL IN HONOR OF COSMIC RAY (RAYMOND J. BRUTTI)

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Austin Aslan to adopt Resolution No. 2023-03 as amended.

Vote: 6 - 0 - Unanimously

- B. Consideration and Adoption of Resolution No. 2023-04:** A resolution of the Flagstaff City Council, declaring, for purposes of Section 1.150 2 of the Federal Treasury Regulations, official intent to be reimbursed in connection with certain capital expenditures related to the November 2022 election for proposition 441 and 442 projects as approved by voters, and establishing an effective date.

Management Services Director Rick Tadder stated that the resolution will allow the City to reimburse itself for expenditures made on November ballot measure projects that are currently being planned or may be under construction in advance of issuing the debt (bonds) for the projects. Federal regulations provide that the City may reimburse itself for expenditures incurred prior to the issuing of debt so long as this type of resolution is adopted. Without the resolution, only City construction expenditures incurred after the issuance of debt would be allowed.

Mr. Tadder also noted that he will be strategic in issuing debt to ensure the best rates and timing. He intends to issue a portion of the debt later in the year and a subsequent resolution will be brought forward to Council to authorize that.

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Khara House to read Resolution No. 2023-04 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DECLARING, FOR PURPOSES OF SECTION 1.150 2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATED TO THE NOVEMBER 2022 ELECTION FOR PROPOSITION 441 AND 442 PROJECTS AS APPROVED BY VOTERS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2023-04.

Vote: 6 - 0 - Unanimously

11. 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 Vice Mayor Aslan to place on a future agenda a discussion about entering into a process to rename Agassiz Peak.

Vice Mayor Aslan stated that the reason he brought the item forward is because it is a topic being lifted up in in community by indigenous youth. This would be a significant process that would ultimately end with an act of Congress. He would like to engage in conversation with indigenous neighbors and partners about how to value and honor sacred places.

Councilmember Harris stated that she wants to ensure that there is a clear understanding at the outset about what the city has control over and what they do not. It is important not to promise something that the city is unable to deliver.

Councilmember Matthews stated that understanding the challenges and time related to changing the name, perhaps there can be a movement toward marketing the peaks differently with the materials the city is involved in. This may show a commitment to the effort while understanding the time it may take to accomplish.

The following individuals addressed Council in support of advancing the FAIR item and engaging in a conversation to rename Agassiz Peak:

- Mashayla Tso
- Darrell Marks
- Makaius Marks
- Adam Shimoni

The following comments were received:

- Agassiz Peak is named after a biologist who used his studies to legitimize racist beliefs of white superiority.
- The name antagonizes the beliefs and acknowledgments of the indigenous nations and other communities of color.
- The cultural names of the peaks describe the spiritual healing and power that the mountain withholds.
- The name as it stands does not align with the creation stories of indigenous communities and their culture.
- This is a movement brought about by indigenous youth.
- Rather than an act of Congress, there is an application process through the Board on Geographic Names and Domestic Names Committee.
- The city was able to change the name of Agassiz Street.
- There is hope in the community that this would not have to go through a congressional process.
- The name of Agassiz does not stand for the values of the community.
- Indigenous peoples know the mountain by different names which bring perspective and understanding of other cultures.

- Names are important and they should reflect community values and goals.

Councilmember House expressed her support for moving forward. She agreed that it is important to be clear about what is and is not possible. She also agreed that considering the presentation and renaming within the city's marketing could be a good first step.

Councilmember McCarthy also voiced support.

Councilmember Matthews indicated support and is looking forward to seeing possible names that would honor the indigenous cultures that hold the mountains as sacred.

- B. Future Agenda Item Request (F.A.I.R.):** A request by Vice Mayor Aslan to place on a future agenda a discussion about revisiting the City of Flagstaff Logo/Seal.

Vice Mayor Aslan stated that there has been side conversations over the years about revisiting the logo. The logo has a lot to offer historically but there may be an opportunity to move forward into the present. There are logistical considerations and this would also require an extensive public process.

Councilmember Sweet stated that she supports moving the item forward and while she likes the current logo, she is not sure that it does represent today's Flagstaff and into the future.

Councilmember House noted her support for having a conversation that looks at how the city emblemizes themselves and the history of Flagstaff.

Councilmember McCarthy suggested that staff provide an estimate of the financial impact that changing the logo might have.

12. PUBLIC PARTICIPATION

None

13. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

Councilmember Sweet stated that she will be attending the Summit on Equal Responsivity and Flagstaff at NAU. They will be discussing issues of equal responsivity in business, healthcare, and government.

Councilmember House stated that she will also be attending the Summit event. She reminded the community about Fore, the miniature golf art exhibit at the Coconino Center for the Arts. She also reported that she met with Interim City Manager Heidi Hansen to learn about the Economic Vitality Division and she was so impressed by the magnitude of what the Division contributes to the community. Lastly, she stated that she will be attending the Chamber annual meeting and Athena Awards on Friday.

14. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held February 7, 2023, adjourned at 5:04 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on February 7, 2023. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of March, 2023.

CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, FEBRUARY 14, 2023
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
12:00 P.M.

1. **Call to Order**

Mayor Daggett called the Special Meeting (Executive Session) to order at 12:01 p.m.

2. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR ASLAN (virtually)
COUNCILMEMBER HARRIS (virtually)
COUNCILMEMBER HOUSE (virtually)
COUNCILMEMBER MATTHEWS (virtually)
COUNCILMEMBER MCCARTHY (virtually)
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. **Recess into Executive Session**

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. **Executive Session Confidentiality Statement**

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. **Executive Session:**

- A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property., pursuant to A.R.S.

§38-431.03(A)(3)(4) and (7), respectively.

i. Water Litigation Update

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held February 14, 2023, reconvened into Open Session at 2:53 p.m. at which time the meeting adjourned.

MAYOR

ATTEST:

CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, FEBRUARY 21, 2023
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
2:00 P.M.

1. **Call to Order**

Mayor Daggett called the Special Meeting (Executive Session) to order at 2:04 p.m.

2. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR ASLAN (virtually)
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. **Recess into Executive Session**

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. **Executive Session Confidentiality Statement**

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. **Executive Session:**

- A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(3).
 - i. Legal advice on discussion regarding potential resolution on City Council's position regarding United States Supreme Court Decision of Dobbs v. Jackson and regarding the Arizona legislature's enactment of laws on abortion

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held February 21, 2023, reconvened into Open Session at 2:51 p.m. at which time the meeting adjourned.

MAYOR

ATTEST:

CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, FEBRUARY 28, 2023
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
12:00 P.M.

1. **Call to Order**

Mayor Daggett called the Special Meeting (Executive Session) to order at 12:04 p.m.

2. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR ASLAN (virtually)
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. **Recess into Executive Session**

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. **Executive Session Confidentiality Statement**

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. **Executive Session:**

- A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public

meeting, pursuant to A.R.S. §38-431.03(A)(1).

i. Judicial Appointments

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Legal Advice and Negotiations on the proposed Lofts on Butler Development Agreement

ii. Update on Minimum Wage Litigation

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held February 28, 2023, reconvened into Open Session at 2:21 p.m. at which time the meeting adjourned.

MAYOR

ATTEST:

CITY CLERK

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jessica Cortes, Court Administrator
Date: 02/24/2023
Meeting Date: 03/07/2023



TITLE:

Consideration of Appointment: Magistrate for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the appointment of Andrew Moore as Magistrate.

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 Magistrates for the Municipal Court allows for ongoing operations of the court without interruption.

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. Magistrates are required for the ongoing operational needs of the Municipal Court. 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:

Magistrates are critical to the criminal and civil processes of the judicial branch. This appointment helps to 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 PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Personnel - Attract and retain quality staff.

Has There Been Previous Council Decision on This:

Judge Moore has been appointed as an On-Call Magistrate by the City Council and has been serving in the Flagstaff Municipal Court for approximately two years.

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Gregory Conlin, Public Works Manager - Fleet Services
Co-Submitter: Evan Tyrrell
Date: 03/01/2023
Meeting Date: 03/07/2023



TITLE:

Consideration and Approval of Contract: Approve a Cooperative Purchase Contract for two (2) 2024 Residential Automated Side Load (ASL) Refuse Trucks from Freightliner of Arizona, LLC (Freightliner), with an option to purchase a third ASL Refuse Truck from Freightliner in FY 2023-24, in the total amount of \$1,237,149.56, plus applicable fees and taxes.

STAFF RECOMMENDED ACTION:

1. Consider and Approve a Cooperative Purchase Contract with Freightliner in the total amount of \$1,237,149.56, plus applicable fees and taxes, for:
 - a. The immediate purchase of two (2) 2024 ASL Refuse Trucks in the amount of \$824,766.37, plus applicable fees and taxes; and
 - b. The option to purchase a third ASL Refuse Truck in the amount of \$412,383.19, plus applicable fees and taxes, if the budgeted item is approved by City Council in the FY 2023-24 Budget.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Solid Waste Residential Collection Program (Solid Waste) uses Automated Side Loader (ASL) refuse collection trucks in the daily collection of refuse and recyclable materials from residential and multi-family homes. The ASL refuse trucks have the largest capacity available (31 yards) and have advanced emissions that include robust after-treatment systems using diesel exhaust fluid to scrub the exhaust filters to eliminate soot and other contaminants. The estimated delivery is within six (6) months from approval to purchase.

Solid Waste investigated the possibility of purchasing an EV refuse collection vehicles and found that a comparable EV refuse collection vehicle would be smaller in capacity (27 yards) and is estimated to cost approximately \$700,000 per truck before applicable taxes. Further, the estimated delivery would be 18 to 24 months from approval for purchase. The purchase of one (1) EV refuse collection vehicle (roughly 10% of the residential refuse fleet) would negatively impact the City's ability to provide consistent, reliable service.

Based on the current need to replace the aging residential refuse fleet, budgetary constraints, and unknown performance parameters associated with the range of EV refuse collection trucks in the

Flagstaff elevation and cold climate, Solid Waste pursued the purchase of these three (3) ASL refuse trucks from Freightliner. However, it is the long term goal of Solid Waste to enter the EV arena when EV refuse collection vehicles are more proven and predictable.

Financial Impact:

All three (3) of these replacement ASL refuse trucks are included in the 2023/2024 year 5-year capital replacement plan for Solid Waste. The purchase of the first two (2) ASL refuse trucks is included in the FY 2022-23 Budget approved by the City Council in June of 2022 for \$640,000. However, the final price of the ASL refuse trucks is higher than originally budgeted due to supply chain shortages, and inflationary impacts, which will necessitate the possible reduction of other planned capital purchases this current fiscal year. A FY 2023-24 Budget request has been submitted for the third ASL refuse truck; and if approved as part of the City FY 2023-24 adopted Budget in June of 2023, the third ASL refuse truck would be purchased and delivered in July 2023.

The new ASL refuse trucks constitute the Solid Waste Collection Program's most critical replacement needs at this time. This purchases are budgeted in account number 211-06-166-0644-0-4401 and 211-06-166-0641-0-4401 (2024 purchase if approved).

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- High Performing Governance by providing high quality internal and external customer service.
- Inclusive & Engaged Community by promoting environmental justice & the fair distribution of environmental benefits. A dependable solid waste collection program ensures trash and recycling services are carried out on a timely and efficient manner.
- Deliver outstanding services to residents through a healthy well maintained infrastructure system.

Carbon Neutrality Plan

- Actively manage and protect all environmental and natural resources while implementing sustainable building practices and alternative energy and transportation options.

Regional Plan

Policy PF.1.2. Allocate available public resource necessary for the City and County to prepare and adapt for natural and human-caused hazards so that all government operations support community resiliency.

Goal LU.7. Provide for public services and infrastructure.

Has There Been Previous Council Decision on This:

Yes. On October 18, 2022, the City Council approved the purchase of one (1) ASL refuse truck from Rush Truck Center of Arizona. Unfortunately, the vender was unable to fulfill the transaction due to supply issues, necessitating a new effort to purchase the ASL refuse trucks.

Options and Alternatives:

1. Adopt the Cooperative Purchase Contract with Freightliner for the immediate purchase of two (2) ASL Refuse Trucks and the option to purchase a third ASL Refuse Truck, if approved in the FY 2023-24 Budget, in the total amount of \$1,237,149.56, plus applicable fees and taxes, utilizing Arizona Cooperative Purchase Contract #CTR041810; or
2. Direct Solid Waste to conduct a separate procurement for these necessary ASL Refuse Trucks. This action would delay the replacement of older equipment that are beyond the industry life standard.
3. Do not proceed with purchase and ask staff to evaluate options available to fulfill fleet needs of Solid Waste.

Background/History:

The Cooperative Purchase Contract will facilitate the replacement of two (and potentially a third) 2008 American LaFrance ASL trucks with Heil collection bodies. The City's replacement guideline for Solid Waste collection trucks is targeted at 10 years. Currently, one (1) of these trucks is out of service and is being used as a "parts" truck. American LaFrance truck company dissolved in 2012 and acquiring replacement parts for American LaFrance trucks is near impossible.

The opportunity to purchase the third ASL Refuse Truck was not originally available because it was committed to another government agency that recently canceled their order (Kayenta Unified School District). This is a unique chance to purchase another collection vehicle that would most likely cost more and take over a year for delivery.

The replacement request for these three (3) ASL trucks was approved by the City's Fleet Management Committees on August 9, 2022, and are included in fiscal 2023 and pending 2024 Budget.

The City will be using the Freightliner Cooperative Purchase Contract #CTR041810 with Arizona State to purchase these ASL Refuse Trucks. The vendor is an authorized retailer of Freightliner equipment under that Arizona State cooperative. Utilization of the Arizona State cooperative will ensure better pricing for the equipment. Purchasing staff reviewed the Arizona State cooperative and determined the contract to be current and relevant in scope to the vehicles being purchased.

Attachments: [Cooperative Purchase Contract](#)
 [Exhibit A.1 - Quote First Two](#)
 [Exhibit A.1 - Quote Third](#)
 [Exhibit B - Agency Contract](#)
 [Exhibit B - Agency Contract Dates](#)

COOPERATIVE PURCHASE CONTRACT

Contract No. 2023-106

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 Freightliner of Arizona, LLC DBA Velocity Truck Centers, Velocity Truck & Trailer, an Arizona Limited Liability Company ("Contractor").

RECITALS:

- A. The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM000228 that resulted in Contract No. CTR041819 with Contractor ("Agency Contract"); and
- B. Contractor is a fully authorized dealer as described in the Agency Contract; 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:
 - a. **Two (2) Solid Waste Residential Refuse Automated Side Load Trucks (ASL) FY23: \$824,766.37, plus applicable fees and taxes**
 - b. **One (1) Solid Waste Residential Refuse Automated Side Load (ASL) FY24: \$412,383.19, plus applicable fees and taxes**
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 provided in the total amount of **one million two hundred thirty-seven thousand one hundred forty-nine dollars and fifty-six cents (\$1,237,149.56) plus additional fees and taxes;** 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, including, specifically changes in price for the materials.
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.

Freightliner of Arizona, LLC:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A
QUOTES (attached)

1. **A.1 Quote DE-99193** (attached)
2. **A.2 Quote DE-99193-1** (attached)

EXHIBIT B
AGENCY CONTRACT

1. Agency Contract Award Request for Proposal Solicitation No. BPM000228
2. Agency Contract Additional Dates



Freightliner of Arizona, LLC

9899 W. Roosevelt St.
Tolleson AZ, 85353
Phone: (623) 907-9900

Buyers Order

DE-99193
01/18/2023

Contact: Cory Thompson - Mobile: - Email: cthompson@vvgtruck.com

Bill To: 131045
CITY OF FLAGSTAFF
3200 W RT 66 BUILDING#2
FLAGSTAFF AZ 86001
Phone: (928) 779-7626 FAX: (928) 779-7656
gconlin@flagstaffaz.gov

Ship To:
CITY OF FLAGSTAFF
3200 W RT 66 BUILDING#2
FLAGSTAFF AZ 86001

Stock#:	New 2024 AUTOCAR ACX64	Price:	\$153,733.48
VIN:			
	NEW WAY SIDEWINDER 31YD ASL		\$165,282.00
	OPTIONS NEEDED TO INSTALL ASL BODY		<u>\$61,740.00</u>
		Unit Price:	\$380,755.48
Stock#:	New 2024 AUTOCAR ACX64	Price:	\$153,733.48
VIN:			
	NEW WAY SIDEWINDER 31YD ASL		\$165,282.00
	OPTIONS NEEDED TO INSTALL ASL BODY		<u>\$61,740.00</u>
		Unit Price:	\$380,755.48
		Total	<u>\$761,510.96</u>
		State Sales Tax	<u>\$63,255.41</u>
		Total Vehicle Sale Price	\$824,766.37
		Total Deposit :	
		Net Total	\$824,766.37

Lienholder: None.

-C/O AZ STATE CONTRACT #CTR041810

-QUOTE INLCUDES NEW WAY 31YD SIDEWINDER ASL BODY INSTALL

-FET TIRE CREDIT OF \$431

*** PRICING IS SUBJECT TO CHANGE DUE TO SUPPLY CHAIN AND PRODUCTION ISSUES. ***

Legal title to the described vehicle(s) does not pass to purchaser until such time as title to any trade-in is proven to the satisfaction of FREIGHTLINER OF ARIZONA LLC to be unencumbered and purchaser's check or draft, if any, has been verified and cleared. This is to certify that this is a true and correct Bill of Sale.

Dealer: Freightliner of Arizona, LLC
(Printed)

Customer: CITY OF FLAGSTAFF
(Printed)

By: _____
(Signature)

By: _____
(Signature)

Date

Date

SWORN to and SUBSCRIBED before me this ____ day of _____, _____. Notary Public: _____



ACX64 Class 8 Model Year 2023

Truck Country - De Forest
5000 Cake Drive
DeForest, WI 53532

Prepared By : John Di Novella
608-249-1090
johndinovella@truckcountry.com

Prepared For : DON ROSS
NEW WAY - IOWA

Tuesday, April 12, 2022 9:55:35 AM EST

Prepared By John Di Novella
 Quote Id : Truck Country Stock
 Phone : 608-249-1090
 Order : 20051040
 Lead Unit Sales Order : 20051040
 Model : 2023 - ACX64 Class 8

Prepared For Don Koss
 New Way - IOWA

VIN : 20051040 - 5VCACRAG7PC240556

04/12/2022

Chassis Specification

		Description	Front Weight	Rear Weight
AUTOCAR TRUCKS				
O	ENG0001	ENGINEERING GROUP IDENTIFIER	AUTOCAR ENGINEERING	0 0
S	0040002	MODELS	ACX64	10,431 6,154
O	5000002	CAB SHELL	SINGLE RIGHT HAND DRIVE CAB	0 0
O	100U003	CUSTOMER TYPE	UNKNOWN (STOCK/DEMO)	0 0
VEHICLE ADAPTATION				
S	114010	COUNTRY OF USE	UNITED STATES STD MARKET ADAPTATION	0 0
SOLUTION				
O	C04012	BODY COMPANY	NEW WAY	0 0
O	C02004	BODY TYPE	AUTOMATED SIDE LOADER	0 0
S	C070001	FUEL SYSTEM TYPE	DIESEL	0 0
O	C003017	TRUCK TYPE (WRENCH CODE)	ASL, NEW WAY SIDEWINDER, WB219, NO AUX AXLE, DIESEL	0 0
X	C102000	AUTOCAR INSTALLED BODY BUILDER COMPONENTS	BODY COMPONENTS INSTALLED BY AUTOCAR - CHASSIS AND CAB	0 0
O	C06706	BODY STYLE	NEW WAY SIDEWINDER	0 0
O	C05031	TOTAL BODY CAPACITY - BODY/HOPPER	31 YARD	0 0
S	C090003	AXLE QUANTITY	3 AXLE	0 0
S	C080001	REAR SUSPENSION TYPE	STD/BEAM TYPE REAR SUSPENSION	0 0
O	C01003	APPLICATION	REFUSE - LANDFILL	0 0
O	C11006	BODY COMPANY SERVICE OPTION	CONTAINER DUMP	0 0
O	C03003	TERRITORY	CENTRAL	0 0
O	D010200	FRONT GAWR	20000 LBS	0 0
O	D020460	REAR GAWR	46000 LBS	0 0
O	D100660	GVWR	66000 LBS	0 0
ENGINE				
O	1012104	ENGINE ASSY	L9, 380HP / 2100RPM / 1250 LB-FT, CUMMINS	0 0
O	972A001	SPECIAL EMISSION	CARB CLEAN IDLE	0 0

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VIN : 20051040 - 5VCACRAG7PC240556

S	9722022	CERTIFICATION-EMISSIONS	COMPLIES WITH 2022 U.S. EMISSIONS	0	0
S	4460001	FUEL TYPE	ULTRA-LOW SULPHUR DIESEL FUEL REQUIRED	0	0

ENGINE EQUIP

S	128071	ENGINE CONTROL SPECIFICATIONS	DEFAULT SPECS	0	0
S	1290004	ENGINE ELECTRONICS	CUMMINS 500K COMMUNICATION	0	0
O	1310006	BRAKE-ENGINE	CUMMINS VGT EXHAUST BRAKE	1	0
O	4382006	FILTER-FUEL, CHASSIS MOUNTED	FILBERTGUARD FS20121 P/W SEPARATOR W/HEATER AND PROBE AND DASH LIGHT	0	0
S	1700001	FILTER-FUEL, ENGINE MOUNTED	SECONDARY SPIN-ON FILTER, REMOTE MTD.	0	0
O	1760001	ENGINE OIL SAMPLING PROVISION	ENGINE OIL SAMPLING PORT	1	0
O	180024	ENGINE BLOCK HEATER	PHILLIPS 120V 1000 WATT	5	0
O	1810003	HEATER RECEPTICAL LOCATION-ENGINE	RECEPTACLE LOCATED AT CAB STEPS, RH SIDE	0	0
S	2080001	FAN & DRIVE-ENGINE	2-SPEED FAN	0	0
S	2120003	RADIATOR SURGE TANK	STANDARD SURGE TANK W/ SIGHT GLASS	0	0
S	2200001	AIR CLEANER	15" ONE STAGE R/P G CLEANER DONALDSON	0	0
S	226001	AIR INTAKE RAIN CAP	BLACK, HOOD TYPE	0	0
O	2302001	MUFFLER SYSTEM	LH VERT HORIZ DPP/SCR	0	0
S	2310003	EXHAUST SHIELDS	DPP & SCR SHIELDS	0	0
O	2320011	EXHAUST STACKS	STAINLESS STEEL STACK W/TURN OUT	0	0
O	234001	EXHAUST RAIN CAP	SINGLE	1	0
S	115A200	TURBO HEAT SHIELD	TURBO HEAT SHIELD	0	0
S	2390002	UREA DELIVERY SYSTEM	OVER-FENDER MTD., LH SIDE, 10 GAL. CAPACITY	0	0
S	5300001	ENGINE/EXHAUST COVER	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD	0	0
S	700026	AIR COMPRESSOR	CUMMINS WABCO 18.7 CPM COMPRESSOR	0	0
S	8200003	STARTING MOTOR	DELCO REMY 12V 39 M/T W/OCF	0	0
S	8020004	ALTERNATOR	DELCO REMY 36SI 12V 160 AMP	13	0
O	P020002	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUT DOWN DISABLED	0	0

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S	P630006	MAX VEHICLE SPEED - PTO MODE	MAX VEHICLE SPEED IN PTO MODE = 6 MPH	0	0
S	P641200	RPM PTO MODE	1200 RPM MAX IN PTO	0	0
S	P701200	PTO SET SWITCH	PTO SET SWITCH = 1200 RPM	0	0
S	P711000	PTO RESUME SWITCH	PTO RESUME SWITCH = 1000 RPM	0	0
S	P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LIMIT 65MPH	0	0

TRANSMISSION

S	2580003	VOCATION	RDS RBPUSE - VOC 400-XXX	0	0
O	2690019	CONTROL MODULE (ELECT)	RBPUSE W/ AUTO-NEUTRAL & SERVICE BRAKE, VPI70	0	0
S	26A0001	TRANSMISSION SHIFT SCHEDULE / FUEL SENSE	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0	0
S	PT10001	TRANS DIRECTION CHANGE SHIFT INHIBIT	SHIFT INHIBIT ENABLED	0	0
S	27P0000	TRANSMISSION RETARDER AUDIBLE ALARM	NO TRANSMISSION RETARDER AUDIBLE ALARM	0	0
O	2700028	TRANSMISSION	ALLISON 4500 SERIES,6-SPEED	384	59
S	287A200	TRANSMISSION BREATHER	TRANSMISSION REMOTE BREATHER	0	0
S	284016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS	0	0
S	286005	COOLER-TRANSMISSION OIL	OIL TO WATER TYPE	0	0
O	2900004	TRANSMISSION OIL FILL/CHECK	TRANS FLUID WITH DIPSTICK AND THREADED OIL SAMPLE PORT	1	0
S	300011	DRIVESHAFT-MAIN	SPICER 1760HD HALF ROUND	0	0
O	3170007	PTO-TRANSMISSION MOUNTED	CHELSEA 890 / 897 PTO CLEARANCE (PREP ONLY)	5	0

FRONT AXLE

O	3702001	FRONT AXLE	HENDRICKSON 20K AXLE 20,000 LB CAP (VALIDATION TIMING)	-60	0
S	3690005	FRONT AXLE POSITION	52.5 INCHES	0	0
O	3712001	FRONT SUSPENSION	HENDRICKSON 20,000 SPRING CLAMP GROUP (REQUIRES VALIDATION TIMING)	0	0
O	371T01	SUSPENSION, FRONT AUX	AUX LOAD CUSHION	10	0
S	373002	SHOCK ABSORBERS-FRONT	DOUBLE ACTING SINGLE - HEAVY DUTY	0	0
S	904011	HUBS-FRONT	STEEL HUB PILOTED,285MM	0	0

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 New Wny - IOWA

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S	9210001	HUB CAPS - FRONT AXLE	CR ZYTEL HUBCAP	0	0
S	374002	FRONT AXLE LUBRICANT	SYNTHETIC,DANA SPICBR EP75W90,OR EQUIV	0	0
O	7510001	BRAKES-FOUNDATION, FRONT AXLE	MERITOR 16.5X7" QP REFUSE BRAKE	29	0
S	754009	BRAKE SLACK ADJUSTERS -FRONT AXLE	MERITOR AUTOMATIC	0	0
S	755001	DUST SHIELDS - FRNT BRAKES	DUST SHIELDS - FRONT BRAKES	0	0
S	901001	BRAKE DRUM-FRONT	CAST IRON	0	0
O	383107	STEERING GEAR	INTEGRAL POWER STEERING W/LFT HAND RAM	0	0
S	387003	POWER STEERING RESERVOIR	FOUR QUART REMOTE MOUNTED	0	0

REAR AXLE

O	330444	REAR DRIVE AXLE-SINGLE & TANDEM	MERITOR RT16-160 46,000 LB	0	430
S	330U98	REAR AXLE LUBE PUMP	NO LUBRICATION PUMP	0	0
O	331538	REAR DRIVE AXLE RATIO	5.38	0	0
O	333014	REAR DRIVE AXLE ANTI- SPIN DEVICES	FOUR WHEEL LOCK	0	63
O	3500004	REAR SUSPENSION	HENDRICKSON HMX-460 SUSP @ 54" AS	0	0
S	351013	REAR SUSPENSION BEAMS	54 INCH STEEL RUBBER BUSHED	0	0
S	358005	TORQUE RODS	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED	0	0
S	9130001	HUBS-REAR	IRON HUB, HP 10 STUD	0	0
S	3400001	REAR AXLE BREATHER	STANDARD AXLE BREATHER	0	0
S	9410001	WHEEL OIL SEALS-REAR	SCOTSEAL PLUS XL	0	0
O	7610001	BRAKES-FOUNDATION, REAR AXLE	MERITOR 16.5X8.62" QP REFUSE BRAKE	0	42
S	764013	BRAKE SLACK ADJUSTERS -REAR AXLE	MERITOR AUTOMATIC,TANDEM AXLE	0	0
S	765001	DUST SHIELDS - REAR BRAKES	DUST SHIELDS - REAR BRAKES	0	0
S	781012	BRAKE CHAMBERS- PARKING, TYPE/VENDOR	CAM TYPE MGM STOPGARD (4)	0	0
S	910001	BRAKE DRUM-REAR	CAST IRON	0	0

BRAKES

S	729002	AIR LINES-PARKING BRAKE, CHASSIS	AIR LINES CHASSIS PARK BRAKE	0	0
S	7410004	BRAKE CONTROL SYSTEM	MERITOR WABCO ABS 4S/4M	0	0

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O	400219	WHEELBASE	219 INCHES	17	20
O	4020545	FRAME-REAR OVERHANG	54.5"	0	0
S	403012	FRAME RAILS	3/8" VARIABLE DROP STEEL, EXT B	0	0
S	409002	FRAME CROSSMEMBER-CENTER	ALUMINUM ORIENTATION B	0	0
S	4110002	FRAME CROSSMEMBER-END CLOSING	ALUMINUM MEMBER-IF REQUIRED	0	0
S	460001	BUMPER-FRONT	STEEL PAINTED	0	0
O	4682000	GUARD-OIL PAN	ENGINE OIL PAN GUARD - STEEL	0	0
S	480002	TOWING DEVICE-FRONT	TWO REMOVABLE TOW PINS	0	0
S	8742000	WIRING, BODY INTERFACE	RP 170 COMPLIANT	0	0
S	430020	FUEL TANK-LEFT	75 GAL 26" DIA UNPAINTED ALUMINUM	0	0
O	4470004	LH FUEL TANK SPACERS	LH FUEL TANK SPACED 2", DROPPED 4"	7	5
S	432002	FUEL TANK STRAP/ SUPPORT LEFT	PAINTED STEEL, LH	0	0
O	4280003	DRILLING FUEL TK SUPT- LEFT	FUEL TANK LHS LOCATION - SPEC DRIVEN	0	0
S	436015	FUEL LINES	SAE J1402A1 WIRE BRAIDED	0	0
S	8120005	BATTERY BOX	STEEL BOX, 3 BATTERY, LHS	0	0
O	8160013	BATTERY BOX SPACERS	BATTERY BOX SPACED 2", DROPPED 0" ON SPACERS WITH SPACERS DROPPED ADDITIONAL 2"	0	0
O	8090003	BATTERY BOX DRILLING	BATTERY BOX LOCATION - SPEC DRIVEN	0	0
S	810089	BATTERY	3 JOHNSON CONTROL 31ECL 12V 2250CCA	0	0
O	8140003	BATTERY SHUT-OFF SWITCH	SHUTOFF W/ LOCKOUT & EMERGENCY JUMPER STUDS	5	2
S	7110001	AIR TANK-BRAKE	STEEL AIR TANKS	0	0
O	7090003	AIR TANK DRILLING	AIR TANKS LOCATION SPEC DRIVEN	0	0
O	7380001	EMERGENCY AIR SYSTEM CHARGING	SCHRADER VALVE, WET TANK MTD	1	0
O	7152001	WET TANK DRAIN	WABCO DV-2 AUTOMATIC W/ HEATER	0	0
O	715T003	AIR RESERVOIR DRAIN SYSTEM	CENTRAL MANIFOLD W/ PETCOCKS	2	2
S	7130001	AIR DRYER	WABCO 1800P W/HEAT	0	0
O	7100008	AIR DRYER DRILLING	AIR DRYER MTD OUTSIDE RAIL, RHS, SPEC DRIVEN	0	0

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CAB EXTERIOR

S	4510001	STEP-CAB ACCESS, CAB MOUNTED	DUAL SELF CLEANING CAB ENTRANCE STEPS	0	0
S	502001	CAB DOORS	STEEL	0	0
O	5120001	POWER WINDOWS	DUAL INTERNAL REGULATOR POWER WINDOWS	4	0
O	6220017	MIRRORS-DUAL WEST COAST	MIRROR, BLACK, HTD, REMOTE W / LVR HTD CONVEX	0	0
O	6230006	MIRRORS-AUXILIARY HIGH MOUNT	HIGH MOUNT 8" CONVEX, BLACK	0	0
S	630026	HORN-AIR	TWIN MOUNTED UNDER CAB	0	0
S	631001	HORN-ELECTRIC	SINGLE	0	0
S	661001	CAB TILT MECHANISM-C.O.E.	HYDRAULIC TILT	0	0
S	6720001	GRILLE	AUTOCAR GRILLE	0	0
S	675001	BUG SCREENS	BUG SCREEN MOUNTED BEHIND GRILLE	0	0

CAB INTERIOR

S	3800001	STEERING WHEEL	16" DIA. WHEEL, 2 SPOKE	0	0
S	3810002	STEERING COLUMN	TILT AND TELESCOPIC STEERING COLUMN	0	0
O	5202002	SEAT-DRIVER	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR	0	0
O	5212001	SEAT-PASSENGER	SEARS C2+ SEAT, FIXED	0	0
S	5222000	SEAT BELTS-DRIVER	THREE POINT RETRACTABLE, W/O COMFORT LATCH	0	0
S	5232000	SEAT BELTS-PASSENGER	THREE POINT RETRACTABLE, W/O COMFORT LATCH	0	0
O	5260002	SEAT INSERT	MODURA, ASPHALT COLOR	0	0
O	5380001	CARPET & MAT	DIAMOND PLATE FLOORING - BOTH SIDES	8	4
S	5500001	CENTER CONSOLE	CENTER CONSOLE	0	0
O	5510002	REAR CONSOLE	REAR CONSOLE W/ WIRE FRAME STORAGE CONTAINER	2	0
S	594001	CIGAR LIGHTER	DASH MOUNTED CIGAR LIGHTER	0	0

CAB CLIMATE CONTROL

S	0602001	CAB TEMPERATURE SYSTEM	AIR COND INTEGRAL WITH HEATER/DEFROSTER (GHO)	0	0
---	---------	------------------------	---	---	---

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GAUGES & INSTRUMENTATION

S	0572001	INSTRUMENTS SALES PKG	ADVANCED DIAGNOSTIC DISPLAY - VI	0	0
S	1430001	TRUCK ELECTRICAL CONTROL MODULE	VEHICLE CONTROL UNIT	0	0
S	1362000	TACHOMETER/RPM TACHOGRAPH	ELECTRONIC TACHOMETER	0	0
S	1372000	GAUGE-HOURMETER	HOURMETER INCLUDED IN ON BOARD DISPLAY	0	0
S	225009	AIR INTAKE RESTRICTION INDICATOR	GRADUATED, AIR CLEANER MOUNTED	0	0
O	3190001	P/T O CONTROLS	P/T O ELECTRIC CONTROL SWITCH	1	0
S	4390001	GAUGE-FUEL LEVEL	ELECTRONIC FUEL LEVEL	0	0
S	5712003	GAUGE PANELS	ALL GAUGES IMPERIAL	0	0
S	1472001	VEHICLE MONITORING SYSTEM	AUTOCAR ADVANCED TELEMATICS - FULL INSTALLATION	0	0

LIGHTING

S	8360003	LAMPS-HEAD	LED HEADLAMPS	0	0
S	8410002	LAMPS-TURN SIGNAL - FRONT	LED FRONT TURN SIGNALS	0	0
S	8510002	LAMPS-MARKER	AMBER LED ROOF MARKERS	0	0
O	8520001	LAMPS-PARKING	CORNER MARKER LAMP WIRED TO BATTERY SHUT OFF	1	0
S	859001	LAMPS-RUNNING	DAYTIME	0	0
S	8700001	CIRCUIT PROTECTION DEVICE	AUTO CIRCUIT BREAKERS	0	0

RADIO/MISC

O	5090001	KEY & LOCK SETS- IGN/DOORS	DOOR & IGNITION SAME - UNIQUE PER TRUCK WITH 2 ADDITIONAL KEYS PER TRUCK (4 TOTAL)	1	0
O	5900008	RADIO	AM/FM/WB/MP3/CD/USB/BLU ETOOTH	13	-4
O	59A0002	RADIO MOUNTING LOCATION	RADIO MOUNTED IN RHS HEADLINER	0	0
O	5910002	ANTENNA/POWER SUPPLY	ANTENNA - ROOF MOUNTED	0	0
O	596005	RADIO SPEAKERS	2 DUAL CONE SPEAKERS	0	0
O	9620002	FIRE EXTINGUISHER	EMPTY STORAGE COMPARTMENT UNDER SEAT	0	0

FRONT TIRES / WHEELS

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S	930469	TIRE SIZE & LOAD RANGE - FRONT	315/80R22.5L	0	0
S	9050015	WHEELS-DISC FRONT	22.5X9.0" STEEL, 5.25" INSET, HAYES	0	0

REAR TIRES / WHEELS

S	9342002	TIRE MANUFACTURER & TREAD - REAR	BRIDGESTONE M853	0	0
S	933062	TIRE SIZE & LOAD RANGE - REAR	11R22.5H	0	0
S	9140014	WHEELS-DISC REAR	22.5X8.25" STEEL, 6.2" INSET, HAYES	0	0

PAINT

S	950001	CAB PAINT SCHEME	SINGLE COLOR PAINT	0	0
S	9550001	CAB PAINT TYPE	STANDARD WHITE	0	0
S	9801002	CAB COLOR-FIRST	APPROVED -- DPSS-N0007EX -- STANDARD WHITE N0007	0	0
S	9861U1	CHASSIS COLOR	BLACK P3036	0	0
S	987949	BUMPER COLOR	SAME AS CHASSIS,UNPAINTED ALUM OR CHROME	0	0
S	988401	DISC WHEEL OR RIM COLOR	STEEL, E-COAT WHITE / ALUM-UNPAINTED	0	0

ADDITIONAL OPTIONS

S	899002	CHASSIS WARRANTY	STANDARD WARRANTY	0	0
S	899A200	TRANSMISSION WARRANTY	ALLISON 3YR. WARRANTY	0	0
O	899B100	ENGINE WARRANTY	CUMMINS CARB INCLUDED ENGINE WARRANTY	0	0
O	899K100	EXHAUST AFTERTREATMENT EXTENDED WARRANTIES	CUMMINS CARB INCLUDED AFTERTREATMENT WARRANTY	0	0
S	978015	FLOOR PLAN	15 DAYS FLOORING	0	0

OTHERS

S	9722022	CERTIFICATION- EMISSIONS	COMPLIES WITH 2022 U.S. EMISSIONS	0	0
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SUB TOTALS

BASE WEIGHT	10,431	6,154
FACTORY OPTION WEIGHT	452	596
DISTRIBUTOR OPTION WEIGHT	0	0

TOTALS

TOTAL WEIGHT (LB)	10,883	6,750	17,633
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04/12/2022

GAWR, GVWR & Tire Pressure

GVW Rating – 66,000#			
Front GAWR	20,000#	Rear GAWR	46,000#
Front Suspension	20,800#	Rear Suspension	46,000#
Front Wheels	20,000#	Rear Wheels	59,100#
Front Tire Size And Tread	20,000#	Rear Tire Size And Tread	48,000#
Front Brakes	20,000#	Rear Brakes	48,000#
Front Axle	20,000#	Rear Axle	46,000#
PSI			
Front PSI	130.0	Rear PSI	120.0

SHORT

EQUIPMENT, INC.

KEEPING YOU IN SERVICE

2210 E. Adams St.
 Phoenix, AZ 85034
www.shorthequipment.com
 Direct: 623-719-6129
 Office: 480-999-5455
 Prepared by: Andrew DiPietro

QUOTE

DATE	11/15/2022
QUOTE #	5001
VALID FOR	30 Days
TERMS	Net 30

CUSTOMER

City of Glendale

via Velocity Truck Centers

DESCRIPTION	Quantity	AMOUNT
New Way Sidewinder 31 yd ASL Dual Pressure Switch 96 Gallon Arm 6x6 Chains Front Cylinder Splash Shield, Expanded Metal Screen Front of Body Cleanout Chute Extension, Rake Teeth Breaker Bar, Hydraulic Hopper Cover Hopper Access Ladder, Shovel/Broom Rack Body Paint Color Code: N0006EX LED Backup Lights, Work Lights, Strobe Light Package, Upper Light Bar with Stop/Tail 3rd Eye Camera System with 7 In. Monitor Hot Shift PTO, Tandem Vane Remote Grease Zerk, Tailgate and Upper Cylinder Hinge Pins Front Remote Grease System, Packer and Body Lift Pins Manual Auto Pack Button, Proportional Soft Touch Switch Door Mount Arm Controls/Rocker Switches Under Seat External Oil Cooler Steel Tool Box 18x18x24, Frame Mount Paint ICC Bumper Safety Yellow Base Warranty - 12 Months - Body and Cylinders - Parts and Labor	1	171,308.00
FOB Velocity Truck Centers 130 Days AROC		

Subtotal	171,306.00
Taxable	
Tax rate	
Tax due	-
Other	-
TOTAL	\$ 171,306.00

TERMS AND CONDITIONS

- Does not include taxes or fees unless otherwise noted
- Valid for 30 days unless otherwise noted
- Please return after signing or submit PO to confirm

Customer Acceptance (sign below):

x _____ Date: _____
 Print Name: _____

If you have any questions about this price quote, please contact
 Zac Short - zac@shorthequipment.com
Thank You For Your Business!



QUOTE

KEEPING YOU IN SERVICE

2210 E. Adams St.
Phoenix, AZ 85034
www.shortequipment.com

Direct: 623-719-6129
Office: 480-999-5455
Prepared by: Andrew DiPietro

DATE	12/28/2022
QUOTE #	5008
VALID FOR	30 Days
TERMS	Net 30

CUSTOMER

City of Flagstaff

via Velocity Truck Centers

DESCRIPTION	Quantity	AMOUNT
ASL 31yd. New Way Sidewinder Expanded Metal Screen Front of Body Cleanout Chute Extension Rake Teeth Breaker Bar Hydraulic Hopper Cover Hopper Access Ladder Shovel/Broom Rack Body Painted to Color Code: N2623EX LED Mid Body Backup Lights (2) LED Work Lights - (1) Light in Hopper, (1) Facing Arm Strobe Light Package - (2) Round Lights Mounted Lower Tailgate Hot Shift PTO, Tandem Vane Proportional Soft Touch Switch Door Mount Arm Controls Rocker Switches Under Seat Low Fluid Level Switch (Includes Shutdown) In Tank Oil Heater Steel Tool Box 18x18x24 Frame Mount SpillKit - Mounted on Chassis Frame w/5 Gallon Bucket Fire Extinguisher -- 20 lb. 3rd Eye Camera System w/ DVR (Locations --> Backup, Hopper, Streetside A-Pillar Alley Cam Streetside, In-Cab Looking Forward 2 - Year Warranty: Cylinder 1 - Year Warranty: Body, Arm, Hydraulic FOB Velocity Truck Centers 120 days AROC	1	165,282.00

Subtotal	165,282.00
Taxable	
Tax rate	
Tax due	-
Other	-
TOTAL	\$ 165,282.00

TERMS AND CONDITIONS

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x _____ Date: _____
Print Name:

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Zac Short - zac@shortequipment.com
Thank You For Your Business!



Freightliner of Arizona, LLC

9899 W. Roosevelt St.
Tolleson AZ, 85353
Phone: (623) 907-9900

Buyers Order

DE-99193-1
02/14/2023

Contact: Cory Thompson - Mobile: - Email: cthompson@vvgtruck.com

Bill To: 131045
CITY OF FLAGSTAFF
3200 W RT 66 BUILDING#2
FLAGSTAFF AZ 86001
Phone: (928) 779-7626 FAX: (928) 779-7656
gconlin@flagstaffaz.gov

Ship To:
CITY OF FLAGSTAFF
3200 W RT 66 BUILDING#2
FLAGSTAFF AZ 86001

Stock#:	New 2024 AUTOCAR ACX64	Price:	\$153,733.48
VIN:			
	NEW WAY SIDEWINDER 31YD ASL		\$165,282.00
	OPTIONS NEEDED TO INSTALL ASL BODY		<u>\$61,740.00</u>
		Unit Price:	\$380,755.48
		Total	<u>\$380,755.48</u>
		State Sales Tax	<u>\$31,627.71</u>
		Total Vehicle Sale Price	\$412,383.19
		Total Deposit :	
		Net Total	\$412,383.19

Lienholder: None.

-C/O AZ STATE CONTRACT #CTR041810
 -THIS QUOTE WILL BE HELD FOR THE CITY OF FLAGSTAFF'S FISCAL YEAR STARTING 7/1/2023
 -QUOTE INLCUDES NEW WAY 31YD SIDEWINDER ASL BODY INSTALL
 -FET TIRE CREDIT OF \$431

*** PRICING IS SUBJECT TO CHANGE DUE TO SUPPLY CHAIN AND PRODUCTION ISSUES. ***

Legal title to the described vehicle(s) does not pass to purchaser until such time as title to any trade-in is proven to the satisfaction of FREIGHTLINER OF ARIZONA LLC to be unencumbered and purchaser's check or draft, if any, has been verified and cleared. This is to certify that this is a true and correct Bill of Sale.

Dealer: Freightliner of Arizona, LLC
(Printed)

Customer: CITY OF FLAGSTAFF
(Printed)

By: _____
(Signature)

By: _____
(Signature)

Date

Date

SWORN to and SUBSCRIBED before me this _____ day of _____, _____. Notary Public: _____



*ACX64 Class 8
Model Year 2023*

Truck Country - De Forest
5000 Cake Drive
DeForest, WI 53532

Prepared By : John Di Novella
608-249-1090
johndinovella@truckcountry.com

Prepared For : DON ROSS
NEW WAY - IOWA

Tuesday, April 12, 2022 9:55:35 AM EST

Prepared By John Di Novella
 Quote Id : Truck Country Stock
 Phone : 608-249-1090
 Order : 20051040
 Lead Unit Sales Order : 20051040
 Model : 2023 - ACX64 Class 8

Prepared For Don Ross
 New Way - IOWA

VIN : 20051040 - 5VCACRAG7PC240556

04/12/2022

Chassis Specification

		Description	Front Weight	Rear Weight
AUTOCAR TRUCKS				
O	ENG0001	ENGINEERING GROUP IDENTIFIER	0	0
S	0040002	MODELS	10,431	6,154
O	5000002	CAB SHELL	0	0
O	100U003	CUSTOMER TYPE	0	0
VEHICLE ADAPTATION				
S	114010	COUNTRY OF USE	0	0
SOLUTION				
O	C04012	BODY COMPANY	0	0
O	C02004	BODY TYPE	0	0
S	C070001	FUEL SYSTEM TYPE	0	0
O	C003017	TRUCK TYPE (WRENCH CODE)	0	0
X	C102000	AUTOCAR INSTALLED BODY BUILDER COMPONENTS	0	0
O	C06706	BODY STYLE	0	0
O	C05031	TOTAL BODY CAPACITY - BODY/HOPPER	0	0
S	C090003	AXLE QUANTITY	0	0
S	C080001	REAR SUSPENSION TYPE	0	0
O	C01003	APPLICATION	0	0
O	C11006	BODY COMPANY SERVICE OPTION	0	0
O	C03003	TERRITORY	0	0
O	D010200	FRONT GAWR	0	0
O	D020460	REAR GAWR	0	0
O	D100660	GVWR	0	0
ENGINE				
O	I012104	ENGINE ASSY	0	0
O	972A001	SPECIAL EMISSION	0	0

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S	9722022	CERTIFICATION-EMISSIONS	COMPLIES WITH 2022 U.S. EMISSIONS	0	0
S	4460001	FUEL TYPE	ULTRA-LOW SULPHUR DIESEL FUEL REQUIRED	0	0

ENGINE EQUIP

S	128071	ENGINE CONTROL SPECIFICATIONS	DEFAULT SPECS	0	0
S	1290004	ENGINE ELECTRONICS	CUMMINS 500K COMMUNICATION	0	0
O	1310006	BRAKE-ENGINE	CUMMINS VGT EXHAUST BRAKE	1	0
O	4382006	FILTER-FUEL, CHASSIS MOUNTED	FLIBETGUARD FS20121 F/W SEPARATOR W/HEATER AND PROBE AND DASH LIGHT	0	0
S	1700001	FILTER-FUEL, ENGINE MOUNTED	SECONDARY SPIN-ON FILTER, REMOTE MTD.	0	0
O	1760001	ENGINE OIL SAMPLING PROVISION	ENGINE OIL SAMPLING PORT	1	0
O	180024	ENGINE BLOCK HEATER	PHILLIPS 120V 1000 WATT	5	0
O	1810003	HEATER RECEPTICAL LOCATION-ENGINE	RECEPTACLE LOCATED AT CAB STEPS, RH SIDE	0	0
S	2080001	FAN & DRIVE-ENGINE	2-SPEED FAN	0	0
S	2120003	RADIATOR SURGE TANK	STANDARD SURGE TANK W/ SIGHT GLASS	0	0
S	2200001	AIR CLEANER	15" ONE STAGE BPG CLEANER DONALDSON	0	0
S	226001	AIR INTAKE RAIN CAP	BLACK, HOOD TYPE	0	0
O	2302001	MUFFLER SYSTEM	LH VERT HORIZ DPP/SCR	0	0
S	2310003	EXHAUST SHIELDS	DPP & SCR SHIELDS	0	0
O	2320011	EXHAUST STACKS	STAINLESS STBI. STACK W/TURN OUT	0	0
O	234001	EXHAUST RAIN CAP	SINGLE	1	0
S	115A200	TURBO HEAT SHIELD	TURBO HEAT SHIELD	0	0
S	2390002	UREA DELIVERY SYSTEM	OVER-FENDER MTD., LH SIDE, 10 GAL. CAPACITY	0	0
S	5300001	ENGINE/EXHAUST COVER	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD	0	0
S	700026	AIR COMPRESSOR	CUMMINS WABCO 18.7 CFM COMPRESSOR	0	0
S	8200003	STARTING MOTOR	DELCO REMY 12V 39 MT W/OCP	0	0
S	8020004	ALTERNATOR	DELCO REMY 36SI 12V 160 AMP	13	0
O	P020002	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUT DOWN DISABLED	0	0

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S	P630006	MAX VEHICLE SPEED - PTO MODE	MAX VEHICLE SPEED IN PTO MODE = 6 MPH	0	0
S	P641200	RPM PTO MODE	1200 RPM MAX IN PTO	0	0
S	P701200	PTO SET SWITCH	PTO SET SWITCH = 1200 RPM	0	0
S	P711000	PTO RESUME SWITCH	PTO RESUME SWITCH = 1000 RPM	0	0
S	P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LIMIT 65MPH	0	0

TRANSMISSION

S	2580003	VOCATION	RDS REFUSE - VOC 400-XXX	0	0
O	2690019	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL & SERVICE BRAKE, VP170	0	0
S	26A0001	TRANSMISSION SHIFT SCHEDULE / FUEL SENSE	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0	0
S	PT10001	TRANS DIRECTION CHANGE SHIFT INHIBIT	SHIFT INHIBIT ENABLED	0	0
S	27P0000	TRANSMISSION RETARDER AUDIBLE ALARM	NO TRANSMISSION RETARDER AUDIBLE ALARM	0	0
O	2700028	TRANSMISSION	ALLISON 4500 SERIES,6-SPEED	384	59
S	287A200	TRANSMISSION BREATHER	TRANSMISSION REMOTE BREATHER	0	0
S	284016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS	0	0
S	286005	COOLER-TRANSMISSION OIL	OIL TO WATER TYPE	0	0
O	2900004	TRANSMISSION OIL FILL/CHECK	TRANS FLUID WITH DIPSTICK AND THREADED OIL SAMPLE PORT	1	0
S	300011	DRIVESHAFT-MAIN	SPICER 1760HD HALF ROUND	0	0
O	3170007	PTO-TRANSMISSION MOUNTED	CHELSEA 890 / 897 PTO CLEARANCE (PREP ONLY)	5	0

FRONT AXLE

O	3702001	FRONT AXLE	HENDRICKSON 20K AXLE 20,000 LB CAP (VALIDATION TIMING)	-60	0
S	3690005	FRONT AXLE POSITION	52.5 INCHES	0	0
O	3712001	FRONT SUSPENSION	HENDRICKSON 20,000 SPRING CLAMP GROUP (REQUIRES VALIDATION TIMING)	0	0
O	371T01	SUSPENSION, FRONT AUX	AUX LOAD CUSHION	10	0
S	373002	SHOCK ABSORBERS-FRONT	DOUBLE ACTING SINGLE - HEAVY DUTY	0	0
e	0001011	TIRES-FRONT	STEEL HUB PILOTED,285MM	0	0

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S	9210001	HUB CAPS - FRONT AXLE	CR ZYTEL HUBCAP	0	0
S	374002	FRONT AXLE LUBRICANT	SYNTHETIC,DANA SPICBR EP75W90,OR EQUIV	0	0
O	7510001	BRAKES-FOUNDATION, FRONT AXLE	MERITOR 16.5X7" QP REFUSE BRAKE	29	0
S	754009	BRAKE SLACK ADJUSTERS -FRONT AXLE	MERITOR AUTOMATIC	0	0
S	755001	DUST SHIELDS - FRT BRAKES	DUST SHIELDS - FRONT BRAKES	0	0
S	901001	BRAKE DRUM-FRONT	CAST IRON	0	0
O	383107	STEERING GEAR	INTEGRAL POWER STEERING W/LEFT HAND RAM	0	0
S	387003	POWER STEERING RESERVOIR	FOUR QUART REMOTE MOUNTED	0	0

REAR AXLE

O	330444	REAR DRIVE AXLE-SINGLE & TANDEM	MERITOR RT46-160 46,000 LB	0	430
S	330U98	REAR AXLE LUBE PUMP	NO LUBRICATION PUMP	0	0
O	331538	REAR DRIVE AXLE RATIO	5.38	0	0
O	333014	REAR DRIVE AXLE ANTI- SPIN DEVICES	FOUR WHEEL LOCK	0	63
O	3500004	REAR SUSPENSION	HENDRICKSON HMX-460 SUSP @ 54" AS	0	0
S	351013	REAR SUSPENSION BEAMS	54 INCH STEEL RUBBER BUSHED	0	0
S	358005	TORQUE RODS	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED	0	0
S	9130001	HUBS-REAR	IRON HUB, HP 10 STUD	0	0
S	3400001	REAR AXLE BREATHER	STANDARD AXLE BREATHER	0	0
S	9410001	WHEEL OIL SEALS-REAR	SCOTSEAL PLUS XL	0	0
O	7610001	BRAKES-FOUNDATION, REAR AXLE	MERITOR 16.5X8.62" QP REFUSE BRAKE	0	42
S	764013	BRAKE SLACK ADJUSTERS -REAR AXLE	MERITOR AUTOMATIC,TANDEM AXLE	0	0
S	765001	DUST SHIELDS - REAR BRAKES	DUST SHIELDS - REAR BRAKES	0	0
S	781012	BRAKE CHAMBERS- PARKING, TYPE/VENDOR	CAM TYPE MGM STOPGARD (4)	0	0
S	910001	BRAKE DRUM-REAR	CAST IRON	0	0

BRAKES

S	729002	AIR LINES-PARKING BRAKE, CHASSIS	AIR LINES CHASSIS PARK BRAKE	0	0
S	7410004	BRAKE CONTROL SYSTEM	MERITOR WABCO ABS 4S/4M	0	0

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O	400219	WHEELBASE	219 INCHES	17	20
O	4020545	FRAME-REAR OVERHANG	54.5"	0	0
S	403012	FRAME RAILS	3/8" VARIABLE DROP STEEL, EXT B	0	0
S	409002	FRAME CROSSMEMBER- CENTER	ALUMINUM ORIENTATION B	0	0
S	4110002	FRAME CROSSMEMBER- END CLOSING	ALUMINUM MEMBER-IF REQUIRED	0	0
S	460001	BUMPER-FRONT	STEEL PAINTED	0	0
O	4682000	GUARD-OIL PAN	ENGINE OIL PAN GUARD - STEEL	0	0
S	480002	TOWING DEVICE-FRONT	TWO REMOVABLE TOW PINS	0	0
S	8742000	WIRING, BODY INTERFACE	RP 170 COMPLIANT	0	0
S	430020	FUEL TANK-LEFT	75 GAL 26" DIA UNPAINTED ALUMINUM	0	0
O	4470004	LH FUEL TANK SPACERS	LH FUEL TANK SPACED 2", DROPPED 4"	7	5
S	432002	FUEL TANK STRAP/ SUPPORT LEFT	PAINTED STEEL, LH	0	0
O	4280003	DRILLING FUEL TK SUPT- LEFT	FUEL TANK LHS LOCATION - SPEC DRIVEN	0	0
S	436015	FUEL LINES	SAE J1402A1 WIRE BRAIDED	0	0
S	8120005	BATTERY BOX	STEEL BOX, 3 BATTERY, LHS	0	0
O	8160013	BATTERY BOX SPACERS	BATTERY BOX SPACED 2", DROPPED 0" ON SPACERS WITH SPACERS DROPPED ADDITIONAL 2"	0	0
O	8090003	BATTERY BOX DRILLING	BATTERY BOX LOCATION - SPEC DRIVEN	0	0
S	810089	BATTERY	3 JOHNSON CONTROL 31ECL 12V 2250CCA	0	0
O	8140003	BATTERY SHUT-OFF SWITCH	SHUTOFF W/ LOCKOUT & EMERGENCY JUMPER STUDS	5	2
S	7110001	AIR TANK-BRAKE	STEEL AIR TANKS	0	0
O	7090003	AIR TANK DRILLING	AIR TANKS LOCATION SPEC DRIVEN	0	0
O	7380001	EMERGENCY AIR SYSTEM CHARGING	SCHRADER VALVE, WET TANK MTD	1	0
O	7152001	WET TANK DRAIN	WABCO DV-2 AUTOMATIC W/ HEATER	0	0
O	715T003	AIR RESERVOIR DRAIN SYSTEM	CENTRAL MANIFOLD W/ PETCOCKS	2	2
S	7130001	AIR DRYER	WABCO 1800P W/HEAT	0	0
O	7100008	AIR DRYER DRILLING	AIR DRYER MTD OUTSIDE RAIL. RHS. SPEC DRIVEN	0	0

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CAB EXTERIOR

S	4510001	STEP-CAB ACCESS, CAB MOUNTED	DUAL SELF CLEANING CAB ENTRANCE STEPS	0	0
S	502001	CAB DOORS	STBIIL	0	0
O	5120001	POWER WINDOWS	DUAL INTERNAL REGULATOR POWER WINDOWS	4	0
O	6220017	MIRRORS-DUAL WEST COAST	MIRROR, BLACK, HTD, REMOTE W / LWR HTD CONVEX	0	0
O	6230006	MIRRORS-AUXILIARY HIGH MOUNT	HIGH MOUNT 8" CONVEX, BLACK	0	0
S	630026	HORN-AIR	TWIN MOUNTED UNDER CAB	0	0
S	631001	HORN-ELECTRIC	SINGLE	0	0
S	661001	CAB TILT MECHANISM-C.O.E.	HYDRAULIC TILT	0	0
S	6720001	GRILLE	AUTOCAR GRILLE	0	0
S	675001	BUG SCREENS	BUG SCREEN MOUNTED BEHIND GRILLE	0	0

CAB INTERIOR

S	3800001	STEERING WHEEL	16" DIA. WHEEL, 2 SPOKE	0	0
S	3810002	STEERING COLUMN	TILT AND TELESCOPIC STEERING COLUMN	0	0
O	5202002	SEAT-DRIVER	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR	0	0
O	5212001	SEAT-PASSENGER	SEARS C2+ SEAT, FIXED	0	0
S	5222000	SEAT BELTS-DRIVER	THREE POINT RETRACTABLE, W/O COMFORT LATCH	0	0
S	5232000	SEAT BELTS-PASSENGER	THREE POINT RETRACTABLE, W/O COMFORT LATCH	0	0
O	5260002	SEAT INSERT	MODURA, ASPHALT COLOR	0	0
O	5380001	CARPET & MAT	DIAMOND PLATE FLOORING - BOTH SIDES	8	4
S	5500001	CENTER CONSOLE	CENTER CONSOLE	0	0
O	5510002	REAR CONSOLE	REAR CONSOLE W/ WIRE FRAME STORAGE CONTAINER	2	0
S	594001	CIGAR LIGHTER	DASH MOUNTED CIGAR LIGHTER	0	0

CAB CLIMATE CONTROL

S	0602001	CAB TEMPERATURE SYSTEM	AIR COND INTEGRAL WITH HEATER/DEFROSTER (GHG)	0	0
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GAUGES & INSTRUMENTATION

S	0572001	INSTRUMENTS SALES PKG	ADVANCED DIAGNOSTIC DISPLAY - V1	0	0
S	1430001	TRUCK ELECTRICAL CONTROL MODULE	VEHICLE CONTROL UNIT	0	0
S	1362000	TACHOMETER/RPM TACHOGRAPH	ELECTRONIC TACHOMETER	0	0
S	1372000	GAUGE-HOURMETER	HOURMETER INCLUDED IN ON BOARD DISPLAY	0	0
S	225009	AIR INTAKE RESTRICTION INDICATOR	GRADUATED, AIR CLEANER MOUNTED	0	0
O	3190001	PTO CONTROLS	PTO ELECTRIC CONTROL SWITCH	1	0
S	4390001	GAUGE-FUEL LEVEL	ELECTRONIC FUEL LEVEL	0	0
S	5712003	GAUGE PANELS	ALL GAUGES IMPERIAL	0	0
S	1472001	VEHICLE MONITORING SYSTEM	AUTOCAR ADVANCED TELEMATICS - FULL INSTALLATION	0	0

LIGHTING

S	8360003	LAMPS-HEAD	LED HEADLAMPS	0	0
S	8410002	LAMPS-TURN SIGNAL - FRONT	LED FRONT TURN SIGNALS	0	0
S	8510002	LAMPS-MARKER	AMBER LED ROOF MARKERS	0	0
O	8520001	LAMPS-PARKING	CORNER MARKER LAMP WIRED TO BATTERY SHUT OFF	1	0
S	859001	LAMPS-RUNNING	DAYTIME	0	0
S	8700001	CIRCUIT PROTECTION DEVICE	AUTO CIRCUIT BREAKERS	0	0

RADIO/MISC

O	5090001	KEY & LOCK SETS- IGN/DOORS	DOOR & IGNITION SAME - UNIQUE PER TRUCK WITH 2 ADDITIONAL KEYS PER TRUCK (4 TOTAL)	1	0
O	5900008	RADIO	AM/FM/WB/MP3/CD/USB/BLU ETOOTH	13	-4
O	59A0002	RADIO MOUNTING LOCATION	RADIO MOUNTED IN RHS HEADLINER	0	0
O	5910002	ANTENNA/POWER SUPPLY	ANTENNA - ROOF MOUNTED	0	0
O	596005	RADIO SPEAKERS	2 DUAL CONE SPEAKERS	0	0
O	9620002	FIRE EXTINGUISHER	EMPTY STORAGE COMPARTMENT UNDER SEAT	0	0

FRONT TIRES / WHEELS

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S	930469	TIRE SIZE & LOAD RANGE - FRONT	315/80R22.5L	0	0	
S	9050015	WHEELS-DISC FRONT	22.5X9.0" STEEL, 5.25" INSET, HAYES	0	0	
REAR TIRES / WHEELS						
S	9342002	TIRE MANUFACTURER & TREAD - REAR	BRIDGESTONE M853	0	0	
S	933062	TIRE SIZE & LOAD RANGE - REAR	11R22.5H	0	0	
S	9140014	WHEELS-DISC REAR	22.5X8.25" STEEL, 6.2" INSET, HAYES	0	0	
PAINT						
S	950001	CAB PAINT SCHEME	SINGLE COLOR PAINT	0	0	
S	9550001	CAB PAINT TYPE	STANDARD WHITE	0	0	
S	9801002	CAB COLOR-FIRST	APPROVED == DPSS-N0007EX == STANDARD WHITE N0007	0	0	
S	9861U1	CHASSIS COLOR	BLACK P3036	0	0	
S	987949	BUMPER COLOR	SAME AS CHASSIS,UNPAINTED ALUM OR CHROME	0	0	
S	988401	DISC WHEEL OR RIM COLOR	STEEL, E-COAT WHITE / ALUM-UNPAINTED	0	0	
ADDITIONAL OPTIONS						
S	899002	CHASSIS WARRANTY	STANDARD WARRANTY	0	0	
S	899A200	TRANSMISSION WARRANTY	ALLISON 3YR. WARRANTY	0	0	
O	899B100	ENGINE WARRANTY	CUMMINS CARB INCLUDED ENGINE WARRANTY	0	0	
O	899K100	EXHAUST AFTERTREATMENT EXTENDED WARRANTIES	CUMMINS CARB INCLUDED AFTERTREATMENT WARRANTY	0	0	
S	978015	FLOOR PLAN	15 DAYS FLOORING	0	0	
OTHERS						
S	9722022	CERTIFICATION- EMISSIONS	COMPLIES WITH 2022 U.S. EMISSIONS	0	0	
SUB TOTALS						
				BASE WEIGHT	10,431	6,154
				FACTORY OPTION WEIGHT	452	596
				DISTRIBUTOR OPTION WEIGHT	0	0
TOTALS						
				TOTAL WEIGHT (LB)	10,883	6,750 17,633

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 Order : 20051040
 Lead Unit Sales Order : 20051040
 Model : 2023 - ACX64 Class 8

Prepared For Don Ross
 New Way - IOWA

VIN : 20051040 - 5VCACRAG7PC240556

04/12/2022

GAWR, GVWR & Tire Pressure

GVW Rating – 66,000#			
Front GAWR	20,000#	Rear GAWR	46,000#
Front Suspension	20,800#	Rear Suspension	46,000#
Front Wheels	20,000#	Rear Wheels	59,100#
Front Tire Size And Tread	20,000#	Rear Tire Size And Tread	48,000#
Front Brakes	20,000#	Rear Brakes	48,000#
Front Axle	20,000#	Rear Axle	46,000#
PSI			
Front PSI	130.0	Rear PSI	120.0



QUOTE

KEEPING YOU IN SERVICE

2210 E. Adams St.
Phoenix, AZ 85034
www.shortequipment.com

Direct: 623-719-6129
Office: 480-999-5455
Prepared by: Andrew DiPietro

DATE	2/13/2023
QUOTE #	5014
VALID FOR	30 Days
TERMS	Net 30

CUSTOMER

City of Flagstaff

via Velocity Truck Centers

DESCRIPTION	Quantity	AMOUNT
ASL 31yd. New Way Sidewinder Expanded Metal Screen Front of Body Cleanout Chute Extension Rake Teeth Breaker Bar Hydraulic Hopper Cover Hopper Access Ladder Shovel/Broom Rack Body Painted to Color Code: N2623EX LED Mid Body Backup Lights (2) LED Work Lights - (1) Light in Hopper, (1) Facing Arm Strobe Light Package - (2) Round Lights Mounted Lower Tailgate Hot Shift PTO, Tandem Vane Proportional Soft Touch Switch Door Mount Arm Controls Rocker Switches Under Seat Low Fluid Level Switch (Includes Shutdown) In Tank Oil Heater Steel Tool Box 18x18x24 Frame Mount SpillKit - Mounted on Chassis Frame w/5 Gallon Bucket Fire Extinguisher -- 20 lb. 3rd Eye Camera System w/ DVR (Locations --> Backup, Hopper, Streetside A-Pillar Alley Cam Streetside, In-Cab Looking Forward 2 - Year Warranty: Cylinder 1 - Year Warranty: Body, Arm, Hydraulic	1	165,282.00
FOB Velocity Truck Centers 120 days AROC		

TERMS AND CONDITIONS

- Does not include taxes or fees unless otherwise noted
- Valid for 30 days unless otherwise noted
- Please return after signing or submit PO to confirm

Customer Acceptance (sign below):

x _____ Date: _____

Print Name:

Subtotal	165,282.00
Taxable	
Tax rate	
Tax due	-
Other	-
TOTAL	\$ 165,282.00

If you have any questions about this price quote, please contact
Zac Short - zac@shortequipment.com
Thank You For Your Business!



Request for Proposal

Solicitation No.
BPM000228

Description:
Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Medium and Heavy Duty Cabs, Chassis, and Buses in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	11/28/18	CT						
		date	initial						
Revised Offers:	2.	NA		3.	NA		4.	NA	
		date #1	initial		date #1	initial		date #1	initial
	5.	NA		6.	NA		7.	NA	
		date #4	initial		date #5	initial		date #6	initial
Best and Final Offer:	8.	11/28/18	CT						
		date	initial						

FREIGHTLINER OF ARIZONA, LLC.

Offeror company name

9899 WEST ROOSEVELT STREET

Address

TOLLESON, AZ 85353

City | State | ZIP

47-3036507

Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer

Initials

x **Cory Thompson - Truck Sales**

Printed name and title

CORY THOMPSON-TRUCK SALES

Contact name and title

cthompson@vvgtruck.com

623-907-9900

Contact Email Address

Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number #8 at the top of this form, and which was dated **11/28/18** (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: **CTR041810**

The effective date of the Contract is: **1/18/19** Contract awarded **1/18/19**

Date

Date

Nicola Perrera

Procurement Officer signature

Nick Perrera

Statewide Procurement Manager



Request for Proposal

Solicitation No.
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State Procurement Office
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Part 3 of the Solicitation

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Section 3-A: Instructions to Offerors

1.0 Definition of Terms

As used in these Instructions to Offerors, the terms listed below are defined as follows:

- 1.1 Arizona Procurement Code; A.R.S.; A.A.C.**

“Arizona Procurement Code” means, collectively, Title 41 Chapter 23, *et. sequitur*, in the Arizona Revised Statutes (abbreviated “A.R.S.”) and administrative rules R2-7-101 *et. sequitur* in the Arizona Administrative Code (abbreviated “A.A.C.”).
NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.
The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>
The Arizona State Legislature provides the official A.R.S. online at:
<http://www.azleg.gov/ArizonaRevisedStatutes.asp>
The Office of the Arizona Secretary of State provides the official A.A.C. online at:
<http://www.azsos.gov/rules/arizona-administrative-code>
- 1.2 Clarifications**

“Clarifications” means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.
- 1.3 Contract**

“Contract” is defined in paragraph 1.2 of the Uniform Terms and Conditions.
- 1.4 Contract Amendment**

“Contract Amendment” is defined in paragraph 1.3 of the Uniform Terms and Conditions.
- 1.5 Contract Terms and Conditions**

Contract Terms and Conditions” is defined in paragraph 1.8 of the Special Terms and Conditions.
- 1.6 Contractor**

“Contractor” is defined in paragraph 1.4 of the Uniform Terms and Conditions.
- 1.7 Evaluation**

“Evaluation” means, per A.A.C. R2-7-316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.
- 1.8 Negotiation**

“Negotiation” means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.
- 1.9 Not Susceptible for Award**

“Not Susceptible for Award” means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.



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- 1.10 Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)
 - “Initial Offer” means, per A.A.C. R2-7-101(33), Offeror’s proposal submitted to State in response to the Solicitation, as initially submitted.
 - “Revised Offer” means any revised versions of the Initial Offer that Offeror has submitted to State at State’s request as permitted under A.A.C. R2-7-C314 and R2-7-C315.
 - “Best and Final Offer” (“BAFO”) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror’s most favorable terms for price, service, and products to be delivered.
 - Reference to “an Offer, “the Offer,” or “your Offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.

- 1.11 Offeror
 - “Offeror” is the Person submitting an Offer; instructions addressed to “you” and references to “your” items are to be construed as being synonymous with “Offeror” and “Offeror’s” throughout these Instructions to Offerors.

- 1.12 Pricing Document
 - “Pricing Document” means Section 2-B of the Solicitation Documents. Also known as Pricing Document as defined in the Special Terms and Conditions.

- 1.13 The State’s e-Procurement System
 - “The State’s e-Procurement System” is defined in paragraph 1.16 of the Special Terms and Conditions.

- 1.14 Procurement Officer
 - “Procurement Officer” means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in The State’s e-Procurement System.

- 1.15 Solicitation
 - “Solicitation” means this procurement solicitation, which State is issuing as either:
 1. an invitation for bids (“IFB”) under A.R.S. § 41-2533;
 2. a request for proposals (“RFP”) under A.R.S. § 41-2534;
 3. a request for quotations (“RFQ”) under A.R.S. § 41-2535; or
 4. a request for qualifications under A.R.S. §41-2558.
 - Refer to the Solicitation Summary for which of the foregoing is this Solicitation.

- 1.16 Solicitation Amendment
 - “Solicitation Amendment” means, per A.A.C. R2-7-303, a change to the Solicitation that has been issued by Procurement Officer.

- 1.17 Solicitation Summary
 - “Solicitation Summary” means Section 1 of the Solicitation Documents.

- 1.18 State
 - “State” is defined in paragraph 1.11 of the Uniform Terms and Conditions.

- 1.19 Subcontract
 - “Subcontract” is defined in paragraph 1.13 of the Uniform Terms and Conditions.

- 1.20 Subcontractor
 - “Subcontractor” is defined in paragraph 1.19 of the Special Terms and Conditions.

2.0 Solicitation Inquiries

- 2.1 Duty to Examine
 - Examine the entire Solicitation, obtain clarification in writing for any questions or concerns by submitting inquiries, then examine your Offer thoroughly and carefully for completeness and accuracy before submitting it. Lack of care in preparing an Offer will not be grounds for modifying or withdrawing it after the due date and time.



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- 2.2 State Contact Person** Direct all inquiries related to the Solicitation to Procurement Officer, including requests for or inquiries regarding standards referenced in the Solicitation. Apart from the State's e-Procurement System Help Desk, do not contact any State personnel other than Procurement Officer concerning the Solicitation while it is in progress, through and including award.
- 2.3 Submission of Inquiries** Submit all inquiries related to the Solicitation in The State's e-Procurement System. The Procurement Officer will not respond to inquiries received in any other manner.
1. Submit technical inquiries about navigating and/or submitting proposals in the State's e-Procurement System to the State's e-Procurement System Help Desk:
 - by phone at (602) 542-7600, option2; or
 - by email to <https://app@azdoa.gov>.
 2. Submit all other inquiries about the Solicitation using the **"Discussions with Buyer" tab in the State's e-Procurement System**. Always refer to the appropriate Solicitation document by page and paragraph number. Except for technical inquiries about navigating and/or submitting proposals in the State's e-Procurement system, the State is not responsible for responding to any inquiries submitted **less than 3 (three) business days before the offer due date and time**.
- 2.4 Timeliness** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5 Verbal or Email Responses** An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 2.6 Solicitation Amendments** Only a Solicitation Amendment issued in The State's e-Procurement System can change the Solicitation.
- 2.7 Pre-Offer Conference** No Pre-Offer Conference will be held for this solicitation.

3.0 Offer Preparation

- 3.1 Online Documents** The Solicitation Documents are only provided online in The State's e-Procurement System; State will not provide any printed copies or other formats.
- 3.2 Electronic Submissions** When submitting an Offer, only include files that are Microsoft Word documents, Excel workbooks, or PowerPoint presentations and Adobe Acrobat documents. Obtain advance approval before submitting files in any other format.
- 3.3 Deviations in Offer** When submitting an Offer, clearly indicate in writing any deviations from the Specifications or other Solicitation technical requirements documents. Any unidentified deviation will be deemed void upon submission.
- NOTE: Deviations are technical exceptions of a significant but not material nature, typically having to do with part/model numbers, details of attachments, mountings, clearances, internal configurations, etc., and are not to be confused with the material exceptions covered in paragraph 3.5.



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- 3.4 Evidence of Intent**

Every one of your Offer submissions (e.g. **initial submission and any subsequent re-submission**) must contain Attachment 1 [Offer and Acceptance Form] with a signature by your duly authorized officer, executive, principal, or agent. The signature will be deemed to signify your intent to be bound by that Offer and the terms of the Solicitation, and your representation that the information you have provided in that Offer is true and accurate.
- 3.5 Exceptions to Solicitation Documents**

If you are submitting an Offer conditioned on exceptions to the Solicitation Documents, indicate "NO" on Attachment 5-B [Conformance Statement] and provide the required justification. Any exceptions taken elsewhere in an Offer or any of your preprinted or standard terms will be void in that Offer and without force or effect in any resulting contract.
- 3.6 Insurance and Bonds**

Provide the evidence of insurance availability, evidence of insurance in place, evidence of bonding capacity, bonds in hand, or other security that are called for in Attachment 5-C [Insurance and Bonding Evidence].

If you intend to withhold or redact any element of your evidence of insurance policy compliance required by Section 6.2 of the Special Terms and Conditions [Contractor Insurance Requirements] on the grounds that it is confidential information, then you must claim it as such and submit the necessary substantiated justification with each Offer using Attachment 5-A [Designation of Confidential Information] and as per Instruction 4.7 Confidential Documents below.

Unless Procurement Officer has determined that your evidence documentation, or some or all your insurance program, is confidential information under paragraph 4.7, refusing after contract award to provide the complete, un-redacted copies of policies as called for in that exhibit will be a material breach of the Contract.
- 3.7 Identification of Taxes in Offer**

State is subject to Arizona Transaction Privilege Tax as well as certain local sales/use taxes, as described in the Contract Terms and Conditions.
- 3.8 Excise Tax**

State is exempt from certain federal excise tax on manufactured goods; State will provide the necessary exemption certificates as evidence to the extent exemption applies to the Work.
- 3.9 Tax Identification**

You must provide to State your federal employer identification number or social security number for the purposes of reporting monies paid under the Contract to appropriate taxing authorities. The submission is mandatory under 26 U.S.C. §6041A. If the identifier provided is a social security number, State shall only use it for tax reporting purposes and only share it with appropriate government officials.
- 3.10 Disclosure**

If you are submitting an Offer despite having been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, then you must provide with that Offer the name and address of the governmental unit, the effective date, duration, and circumstances of the suspension, debarment, or other preclusion, and your justification for State to consider the Offer despite the suspension, debarment, or other preclusion. Include in your disclosure any suspension, debarment, or other preclusion that is pending, but indicate that it is pending.



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- 3.11 **Federal Immigration Laws** By signing an Offer, you will be deemed to have represented that both you and all your proposed subcontractors are in compliance with federal immigration laws and regulations relating to the immigration status of their personnel. State may, at its discretion, demand evidence of compliance during Evaluation, which you must provide promptly. Not providing the evidence will be grounds for Procurement Officer to determine that the Offer is Not Susceptible for Award.
- 3.12 **Cost of Offer Preparation** State will not reimburse to you or any of your prospective subcontractors, suppliers, or consultants any costs associated with responding to the Solicitation.
- 3.13 **Offshore Performance of Work Prohibited** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

4.0 Submission of Offer

- 4.1 **Required Offer Content**

INITIAL SUBMISSION:
Submit all of the Initial Offer content called for in Section 3-B: Offer Forms (Attachments).

BEST and FINAL OFFER
Best and Final Offer (BAFO) must contain all of the Attachments indicated in the applicable Procurement Officer request for a Submitted Offer. Make revisions in response to the negotiations / discussions and the Procurement Officer's Request for Best and Final Offer in all applicable documents and pricing grid in the State's e-procurement system.
- 4.2 **Attachment Forms**

If an Attachment indicates that a "Form" is being provided for an Attachment, then the Solicitation includes the required form and format for submitting the Attachment. No other form or format will be accepted, and your Offer can be determined to be Not Susceptible for Award if you submit an unofficial form.

If, however, the Solicitation Documents indicate that you are allowed to attach additional documents regarding a particular question or line item, then doing so will be acceptable so long as the filled-out Attachment clearly states "**See Attachment X Supplement (#1 of 2)**", etc., and the additional document is clearly marked as "**Attachment X Supplement (#1 of 2)**," etc.

NOTE (1): Each Form has a blank space to list your Attachment Supplements.

NOTE (2): You must upload each such "additional" document as an individual file and name the file to match the document title.

NOTE (3): Do not include non-specific marketing materials in an Offer. If something is not specifically called for, then including it will not be helpful during Evaluation, and might in fact be grounds for down-grading if it does not address your experience and capacity to carry out the work for this Solicitation.
- 4.3 **Pricing** Pricing must be shown in the EXCEL document titled as follows:



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Attachment 4 Pricing

4.4 Submission

Submit each Offer online in The State's e-Procurement System before the "Bid Opening Date" indicated for the "Solicitation No." State will not consider a proposal submitted by any other method other than The State's e-Procurement System, and it will be deemed void upon submission. **By A.A.C. R2-7-C307, State will not consider later offers.** State will give no extension or grace period for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in The State's e-Procurement System. If your proposal is not submitted correctly, completely, and in conformance to these Instructions herein, then Procurement Officer may determine it Not Susceptible for Award.

NOTE: Using the State's e-Procurement System requires a certain level of technical competency; select your staff to submit proposals and handle other Solicitation general matters in The State's e-Procurement System carefully, since the State's e-Procurement System Help Desk cannot do any of the required actions for you.

4.5 Solicitation Amendments

Acknowledge each Solicitation Amendment in The State's e-Procurement System. By A.A.C. R2-7-C303(C), you must acknowledge every Solicitation Amendment issued as of the due date and time for an Offer to be Responsive. To be Responsive you must submit or re-submit your offer. If you have submitted your proposal early, you must be alert for subsequent Solicitation Amendments if one is issued after your submission but before offer due date and time, then the Procurement Officer may determine the Offer to be Not Responsive if you have not acknowledged it.

4.6 Amending or Withdrawing

You cannot amend or withdraw a submitted proposal after the offer due date and time unless expressly permitted under applicable law.

4.7 Confidential Information

If you believe that a portion of your Offer (or a protest or other correspondence) contains a trade secret or other manner of your proprietary information, you must:

1. indicate on Attachment 5-A [Designation of Confidential Information] that your proposal contains such claimed confidential information; and
2. designate clearly throughout the Offer each instance of that trade secret or other proprietary information in the other portions of your proposal using the term "confidential."

Simply indicating that the proposal contains confidential information is not sufficient to claim the protections under A.A.C. R2-7-C317 – Attachment 5-A must be accompanied by a detailed explanation as to why each item or category of items in the proposal should be designated confidential information.

Submit Confidential Information/Documentation as a Supplement(s) to Section 5-A. DO NOT incorporate information you are requesting to be determined as Confidential in any other section of your response. If the Confidential information is to be responsive to another Section/Question, simply provide a statement providing the Section 5-A Supplement Title to be reviewed by the Evaluators.

Procurement Officer shall review your claim of confidentiality and provide a written determination; until a written determination has been made, Procurement Officer shall not disclose the claimed information to anyone who does not have a legitimate State interest. If Procurement Officer denies the claim of confidentiality, you may



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appeal the determination to the State Procurement Administrator within the time specified in the determination.

NOTE: Contract terms and conditions, pricing, and information generally available to the public are not and will not be designated confidential information.

4.8 Public Record

Once submitted and opened by Procurement Officer, your Offer is a public record and must be retained by State for 6 (six) years. All offers will be available for public inspection in the State's e-Procurement System after the resulting contracts have been awarded, except for any portions that were determined to be confidential information.

Procurement Officer shall make the names of Persons who submitted offers available in The State's e-Procurement System promptly after the opening date.

4.9 Offeror Certification

By signing the Offer and Acceptance Form (or other official contract form specified by Procurement Officer), you will be deemed to have certified that:

1. you did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of your Offer; and
2. you do not discriminate against any employee or applicant for employment or person to whom you provide services because of race, color, religion, sex, national origin, or disability, and that you comply with an applicable federal, state, and local laws and executive orders regarding employment.

5.0 Responsibility; Responsiveness and Acceptability

5.1 Responsibility

In accordance with A.R.S. 41-2534(G), A.A.C. R27-C312 and R2-7-C316, the State shall consider the following in determining Offeror's responsibility, as well, as the responsiveness and acceptability of their proposals. The State will consider, but is not limited to, the following in determining an Offeror's responsibility as well as susceptibility to Contract Award:

1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;
4. Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
5. Whether the Offeror promptly supplied all requested information concerning its responsibility;



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6. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
7. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;
8. Whether the Offer limits the rights of the State;
9. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State or necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
10. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
11. Whether the Offeror provides misleading or inaccurate information.

5.2 Responsiveness and Acceptability

Proposals that do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components may not be considered responsive and/or acceptable. Necessary components include an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

Proposal Content. The Offeror shall make a firm commitment to provide services as required and proposed.

- The material contained in the Offer shall be relevant to the service requirements stated in the solicitation.
- It is to be submitted in a sequence that reflects the scope of work section of this document.
- It is to include information relevant to the designated evaluation criteria.
- Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

5.3 Eligibility for Evaluation and Negotiation

If Procurement Officer determines an offeror is Not Responsible, then he or she is not permitted by A.A.C. R2-7-C314 to give further consideration to its offer or include it in any Negotiation or make Evaluation of its offer. If, however, Procurement Officer determines that an offer is Responsive (i.e., there is no applicable determination of Not Susceptible for Award), then he or she is obliged by A.A.C. R2-7-C314 to make Evaluation of it and include the offeror in the immediate round of Negotiation (if there is any Negotiation).

If Procurement Officer determines subsequently that your Revised Offer is Not Susceptible for Award by virtue of comparison to other revised offers per A.A.C. R2-7-C314(A)(3), then he or she will not include you in any further Negotiation. For clarity of intent, the foregoing means that Procurement Officer may reduce the number of offers that are "susceptible for award" with each successive round of Negotiation, since the purpose of Negotiation is to achieve best value for State.



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BPM000228

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6.0 Evaluation of Offers

- 6.1 Offer Validity Period** By submitting an Offer, you agree to hold it open for the validity period specified in the Solicitation Summary. If no validity period is specified therein, then you shall hold your Offer open for 180 (one hundred eighty) days. The specified or default validity period (whichever applies) re-starts upon submission of each Revised Offer or a Best and Final Offer.
- 6.2 Clarifications** Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.
- 6.3 Oral Presentations** The State may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.
- 6.4 Cost or Pricing Data** Submit any cost or pricing data promptly that Procurement Officer requests under A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2). Procurement Officer may make the following preconditions for eligibility and award:

 - 1. submission of appropriate cost or pricing data under A.A.C. R2-7-704;
 - 2. determination that the submitted cost or pricing data demonstrates that pricing is fair and reasonable under A.A.C. R2-7-702(A); and,
 - 3. determination that the data is not defective under A.A.C. R2-7-705.
- 6.5 Evaluation Criteria** In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

 - 6.5.1 Capacity of Offeror, Experience;
 - 6.5.2 Methodology; and
 - 6.5.3 Cost.
- 6.6 Negotiations** In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the Procurement Officer may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

Procurement Officer will request a best and final offer from any offerors with whom negotiation has been conducted, provided that, State may make award made without any Negotiation and therefore every offeror is forewarned to always submit its offer complete and on the most favorable terms initially, and not to assume any opportunity for Negotiation.
- 6.7 Financial Stability** You must be able to substantiate your financial stability to State's satisfaction as a precondition of any contract award. Procurement Officer may demand documentation such as current and audited financial statements, including income and balance sheets, directly from you or may obtain reports from independent



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financial rating services. Not providing the evidence will be grounds for Procurement Officer determining your Offer is Not Susceptible for Award.

- 6.8 **Consideration of Exceptions** Procurement Officer may determine that your Offer is Not Susceptible for Award if it is conditioned on an exception to a material aspect of the Solicitation. Even if Procurement Officer determines that an exception is one that does not merit Not Susceptible for Award determination, he or she may down-grade your Offer in Evaluation if the exception is significant.
- 6.9 **Consideration of Deviations** Procurement Officer may down-grade your Offer in Evaluation if it contains deviations that, in his or her determination, materially reduce the value to State of affected Materials or Services across the life-cycle thereof.
- 6.10 **Consideration of Prompt Payment Discount** Procurement Officer may credit any proposed prompt payment discounts for the purpose of evaluating offer prices.
- 6.11 **Consideration of Taxes** Procurement Officer shall not include Arizona Transaction Privilege Tax and other sales/use taxes for the purpose of evaluating offer prices.
- 6.12 **Consideration of Cost** Regardless of the relative order assigned to cost in the Solicitation Summary, cost is an essential consideration in every award State makes; State's intent is always to obtain the best pricing available and it strives to make its evaluations be a straightforward comparison of best value between the responsible and responsive proposals as far as possible to the extent permissible under the Arizona Procurement Code.
- 6.13 **Unit Price Prevails** In the case of discrepancy in your Offer between a unit price or rate and an extension of that unit price or rate, the unit price or rate will prevail.
- 6.14 **Waiver and Rejection** Notwithstanding any other provision of the Solicitation Documents, State reserves the right to waive any minor informality, reject any or all offers or portions thereof or cancel the Solicitation.

7.0 Award of Contract

- 7.1 **Best Advantage to State** Under A.A.C. R2-7-C317, contracts will be awarded to the responsible offeror(s) whose offer(s) is/are determined to be most advantageous to the State based on the stated evaluation criteria.
- 7.2 **Number of Types of Awards** State may make multiple awards or to award contracts by individual line items or alternates, by group of line items or alternates, or to make an aggregate award, or regional awards, whichever is determined to be most advantageous to State.
- 7.3 **Contract Inception** Your Offer does not constitute a contract nor does it confer any right on you to the award of a contract. A contract is not created until your Offer has been accepted for State by Procurement Officer's signature on the Offer and Acceptance Form. Notice of award or of intent to award will not constitute State's acceptance of your Offer.
- 7.4 **Contract Document Consolidation** State may, at its option, consolidate the resulting contract documents after contract award. Examples of such consolidation are reorganizing Solicitation Documents and those components of the Accepted Offer not pertaining to the contract's operation and excluding any components of the Accepted Offer that were not awarded.



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Contract document consolidation will not, however, include or be construed to include any materially change the Solicitation or the Contract.

8.0 Solicitation or Award Protests

Any protest must comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder. Protests must be in writing and be filed with both Procurement Officer and the State Procurement Administrator. Protest of the Solicitation must be received before the offer due date and time. Protest of a proposed award or of an award must be received within 10 (ten) days after Procurement Officer makes the procurement file available for public inspection. In either case, the protest must include:

1. the name, address, email address and telephone number of the interested party;
2. signature of the interested party or its representative;
3. identification of the purchasing agency and the solicitation or contract number;
4. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. the form of relief being requested.

9.0 Comments Welcome

SEPARATELY AND APART FROM THIS SOLICITATION, The State Procurement Office periodically reviews these Instructions to Offerors and welcomes any comments the public may have.

Please submit your comments to:

State Procurement Administrator,
State Procurement Office, 100 North 15th Avenue, Suite 402
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End of Section 3-A



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Section 3-B: Offer Forms (Attachments)

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Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Medium and Heavy Duty Cabs, Chassis, and Buses in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	11/28/18	CT						
		date	initial						
Revised Offers:	2.	NA		3.	NA		4.	NA	
		date #1	initial		date #1	initial		date #1	initial
	5.	NA		6.	NA		7.	NA	
		date #4	initial		date #5	initial		date #6	initial
Best and Final Offer:	8.	11/28/18	CT						
		date	initial						

FREIGHTLINER OF ARIZONA, LLC.

Offeror company name	Signature of person authorized to sign Offer	Initials
9899 WEST ROOSEVELT STREET	x	
Address	Printed name and title	
TOLLESON, AZ 85353	CORY THOMPSON-TRUCK SALES	
City State ZIP	Contact name and title	
47-3036507	cthompson@vvgtruck.com	623-907-9900
Federal tax identifier (EIN or SSN)	Contact Email Address	Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number # at the top of this form, and which was dated **date** (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: The effective date of the Contract is: Contract awarded

Date Date

Procurement Officer signature Procurement Officer,



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Attachment 2-A Experience and Capacity Questionnaire

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

EXPERIENCE AND CAPACITY QUESTIONS:

Question 1: Company Profile

The Offeror must include a narrative description of its organization. The narrative must include the following:

- 1.1 Brief overview of business operations, with an emphasis on experience providing Training - Professional Development and/or Related Consultation services.
- 1.2 Date established;
- 1.3 Ownership (public, partnership, subsidiary, etc.);
- 1.4 Location in which the Offeror is incorporated;
- 1.5 Address of "Main Office" (e.g. Corporate Headquarters and any satellite offices responsible for performance of proposed tasks);
- 1.6 Offeror's organizational chart relevant to the Contract, specifically identifying the key point of contact for all questions related to the submitted offer;
- 1.7 Full disclosure of any potential conflict of interest between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract;
- 1.8 A Statement of whether, in the last five (5) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status;
- 1.9 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;
- 1.10 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services;
- 1.11 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a Public sector client;
- 1.12 Full disclosure of any Public Sector contracts terminated for cause or convenience in the past five (5) years; and,



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- 1.13 Full disclosure of any criminal or civil offense.
- 1.14 Offeror shall provide evidence of any Arizona required business license to provide these services.
- 1.15 Offeror shall provide copies of any professional or industry certifications that represent the services detailed in this RFP.

Offeror Response:

1.1-Freightliner of Arizona, LLC operates 5 locations throughout the State. Services include truck sales, parts sales, vehicle maintenance and body shop services. Both Sales and Service personnel are annually certified through OEM provided courses with an emphasis on product knowledge, business sector and employee skills development.

1.2-Date established-2015 as Freightliner of Arizona, LLC under the Velocity Truck Center umbrella. Freightliner of Arizona was initially established in 2005 under different ownership.

1.3-Private LLC

1.4-State of Arizona-Limited Liability Company

1.5-9899 West Roosevelt St. Phoenix, AZ 85353
 1230 S Akimel Ln. Chandler, AZ 85226
 5650 E Travel Plaza Tucson, AZ 85756
 4201 E Huntington Dr. Flagstaff, AZ 86004
 480 N Mariposa Rd. Nogales, AZ 85621

1.6-Organizational chart attached

1.7-None

1.8-None

1.9-None

1.10-None

1.11-None

1.12-None

1.13-None



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[1.14-AZ Business license attached](#)

[1.15-Certifications attached](#)

Question 2: Company Experience

- A. What market(s) are your current clients primarily in?
- B. What experience do you have serving clients in Business Markets within the State of Arizona State?
- C. What is the range in size of your current clients?
- D. How long have you provided services to your longest tenured client?
- E. Why did your last three former clients cancel their contracts?
- F. With what relevant trade and/or professional associations are you involved? How does this participation give you an advantage over your competition?

Offeror Response:

A-Construction, Freight, Refuse, Mining, Utility, Food/Beverage, Government, Fire

B-Selling and Servicing both Public and Private sectors since 2015

C-Clients range in size from one vehicle such as an owner-operator to thousands such as a National Freight company.

D-13 Years as Freightliner of Arizona, 3 years owned by Velocity Truck Centers as Freightliner of Arizona, LLC.

E-2009 American LaFrance Condor couldn't meet delivery terms and orders were subsequently cancelled.

F-Arizona Trucking Association-Vendor and Competitor interaction with emphasis on new technology and industry trends.

SWANA-Vendor and Competitor interaction with emphasis on Solid Waste market.

FleetPros-Vendor and Competitor interaction with emphasis on Public Fleet Management.

Question 3: Financial/Accounting Information

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the services throughout the term of the Contract. The latest two (2) years audited annual financial statements including Total Revenue, Net Income, and Total Assets must be submitted with the Offeror's proposal. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include Balance Sheet, Income Statement, as well as Statements of Cash flows and Change in Financial Position. Include information to attest to the accuracy of the information provided.

Offeror shall provide information regarding any irregularities that were discovered in any accounts maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

Offeror Response:

[Financial Information attached](#)



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Question 4: Proposed Project Members and Organization

Utilize Attachment 3-B to identify Key Personnel to be utilized to perform services within a resultant contract.

In addition, also state the Members related experience with large local, state or federal government agencies.

Offeror Response: **Offeror has sold and serviced vehicle purchases for over a decade to the below listed agencies:**

ADOT

MARICOPA COUNTY

PIMA COUNTY

COCONINO COUNTY

MOJAVE COUNTY

YUMA COUNTY

GILA COUNTY

NAVAJO COUNTY

PINAL COUNTY

CITY OF PHOENIX

CITY OF TUCSON

CITY OF TEMPE

CITY OF MESA

CITY OF SCOTTSDALE

CITY OF YUMA

CITY OF FLAGSTAFF

CITY OF GLENDALE

CITY OF PEORIA

CITY OF GOODYEAR

CITY OF BUCKEYE

CITY OF AVONDALE

CITY OF SURPRISE

CITY OF SIERRA VISTA

CITY OF BISBEE

CITY OF KINGMAN

CITY OF PRESCOTT

CITY OF SHOW LOW



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CITY OF GLOBE
TOWN OF PAYSON
TOWN OF WICKENBURG
TOWN OF PRECOTT VALLEY
BULLHEAD CITY
LAKE HAVASU CITY
TOWN OF GILBERT
CITY OF CASA GRANDE
TOWN OF CAVE CREEK
MARANA UNIFIED SCHOOL DISTRICT
SULPHUR SPRINGS VALLEY ELECTRIC CO-OP

Question 5: Subcontractors

Utilize Attachment 3-C to identify Proposed Subcontractors to be utilized to perform services within a resultant contract.

Offeror Response: [See attachment 3-C attached](#)

Question 6: Submit copies of all applicable certificates and licenses that support Offeror's ability to provide the goods and services being proposed.

Offeror Response: [Certifications attached](#)



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EXPERIENCE REFERENCES:

The State intends to conduct reference checks for account referenced provided by Offerors. It may, at its sole discretion contact additional clients not presented as references.

Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. At least one (1) of the projects referenced must be Arizona government related.

All assignments shall be for assignments received and completed within the last five (5) years.

1	Client Company/Address	Contact	Begin Date	End Date
	City of Phoenix	Joe Guerin	2005	present
	Phone Number	Email Address		
	602-262-4625	Joe.guerin@phoenix.gov		
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)				
<ul style="list-style-type: none"> -15-20 Trucks delivered annually -Resources include two sales associates, three-four service associates, three-four body upfitter associates -City adopted Medium, Heavy Duty Cab and Chassis State Contract for fleet vehicle acquisitions. -Timeline varies based on scope of project 				
List job positions provided and technologies utilized to supplement services.				
Truck Sales, Service support, Fleet support, Parts assistance				

2	Client Company/Address	Contact	Begin Date	End Date
	Maricopa County	Gidget Vigil	2005	present
	Phone Number	Email Address		
	602-506-4674	gidgetvigil@mail.maricopa.gov		
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)				
<ul style="list-style-type: none"> -10-15 Trucks delivered annually -Resources include two sales associates, three-four service associates, three-four body upfitter associates -Timeline varies based on scope of project 				
List job positions provided and technologies utilized to supplement services.				
Truck Sales, Service support, Fleet support, Parts assistance				



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3	Client Company/Address	Contact	Begin Date	End Date
	ADOT	Gary Lowe	2005	present
	Phone Number	Email Address		
	602-712-7284	glowe@azdot.cov		
<p>Event Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)</p> <p>-25-35 Trucks delivered annually</p> <p>-Resources include two sales associates, three-four service associates, three-four body upfitter associates</p> <p>-Successfully obtained replacement contract for ADOT Snow Plow trucks. 2014 to present have delivered and maintained 25 trucks annually</p> <p>-Timeline varies based on scope of project</p> <p>List job positions provided and technologies utilized to supplement services.</p> <p>Truck Sales, Service support, Fleet support, Parts assistance</p>				
4	Client Company/Address	Contact	Begin Date	End Date
	Pima County	Robert Charlton	2005	present
	Phone Number	Email Address		
	520-724-2614	Bob.charlton@oima.gov		
<p>Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)</p> <p>-5-10 Trucks delivered annually</p> <p>-Resources include two sales associates, three-four service associates, three-four body upfitter associates</p> <p>-Timeline varies based on scope of project</p> <p>List job positions provided and technologies utilized to supplement services.</p> <p>Truck Sales, Service support, Fleet support, Parts assistance</p>				

End of Attachment 2-A



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Attachment 2-B Organization Profile

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

ORGANIZATION PROFILE

Firm Name	FREIGHTLINER OF ARIZONA, LLC.			Year established	2015
Principal address (street, city, state)	9899 WEST ROOSEVELT ST. TOLLESON, AZ 85353				
Entity type:	PRIVATE	Structure:	x		
Branch or Division:	x	Parent:	x		
Years of experience providing goods similar in type and quantity as required by this Solicitation.					13
Years of experience performing services similar in size and scope as required by this Solicitation.					13
Years the organization has conducted business in Arizona.					13
Contract Representatives to Contact					
	Name	Title	Telephone Number	E-Mail Address	
1.	CORY THOMPSON	TRUCK SALES	623-907-9900	cthompson@vvgtruck.com	
2.	JIM ROSS	TRUCK SALES	480-282-4000	jross@vvgtruck.com	
3.	TIM NOEDING	SALES MANAGER	623-907-9900	tnoeding@vvgtruck.com	
Licenses/Certifications					
	Description	Issuer	Number	Expiration	
4.	Master Professional Sales Cert.	Freightliner	2016, 17, 18	Annual	
5.	Master Professional Sales Cert.	Freightliner	2015,16, 17, 18,	Annual	
6.	Sales Manager Certification	Freightliner	2010, 15, 16, 18	Annual	
7.					
8.					
9.					
10.					
Financial Information (attach financial statements with income/balance sheets as Supplements)					
	Rating/Issuer	Score/Rank	Date		
11.	3-Dunn & Bradstreet	83	11/20/2018		
12.					
13.					



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Capacity				
	Location	Work Performed	Number Staff	Capacity
14	9899 West Roosevelt St. Phoenix, AZ 85353	Truck sales, Parts sales, Maintenance, Body Shop	230	New & used truck sales, 70 service bays, parts sales and warehouse, body shop services
15	1230 S Akimel Ln. Chandler, AZ 85226	Truck Sales, Parts Sales, Maintenance	50	New & used truck sales, 15 service bays, parts sales
16	5650 E Travel Plaza Tucson, AZ 85756	Truck Sales, Parts Sales, Maintenance	44	New truck sales, 20 service bays, parts sales
17	4201 E Huntington Dr. Flagstaff, AZ 86004	Parts Sales, Maintenance	27	New truck sales, 10 service bays, parts sales
18	480 N Mariposa Rd. Nogales, AZ 85621	Parts Sales	5	Parts sales

ATTACHMENT 2-B SUPPLEMENTS:

(Offeror to insert as required and list here or type "None" on first line)

	Title	Document Date	No. of pages	Purpose in Offer
19	Organizational Chart	11/26/18	1	Key points of contact for offer
20	AZ Business License	2018	1	Offerors AZ Business License
21	Training Certificates	2018	3	Manufacturer Certifications
22	Financial Statement	12/31/16	15	Proof of Financial Stability
23	Financial Statement	12/31/17	16	Proof of Financial Stability
24	Dunn & Bradstreet Ranking	11/20/18	1	Financial Ranking
25				

End of Attachment 2-B



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Attachment 3-A Method Proposal (Method of Approach)

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

Question 1: Offeror shall provide information on locations and geographic regions served.

Offeror Response: We serve all of Arizona with locations in Tolleson, Tucson, Chandler, Flagstaff and Nogales.

Question 2: Offeror shall describe how customers can check their order status (website, telephone, etc).

Offeror Response: Order status can be checked via email or telephone.

Question 3: Offeror shall detail any Manufacturer's Standard and Extended New Vehicle Service Agreement(s):

Offeror Response: All OEM chassis' include Manufacturer Standard Warranty. Extended service agreements available based on make, model, vehicle application and content.

Question 4: If Offeror has indicated subcontractors will be used (upfitting or otherwise), please give further detail on when these subcontractors would be used, and what focus or aspect of service the subcontractor would be used for.

Offeror Response: Subcontractors to be used for purpose of upfitting body to cab and chassis. Body type based on client needs.

Question 5: Offeror shall provide a description of the training their employees will undergo to familiarize themselves with the State's contract and account.

Offeror Response: Offeror has been part of this contract since 2013. Multiple State and Local agencies purchase chassis' from Freightliner of AZ using this contract. Offeror references Contract as needed and is well-versed in language and practices of contract. Furthermore, Offeror associates attend continual training with emphasis on Government contracts and Government account management.

Question 6: Offeror shall describe its relationship with manufacturer (as applicable), and how the contractor works with the manufacturer to continuously obtain the lowest cost for resale to the State and Eligible Agencies (volume purchases, pricing tiers, quarterly incentives, model promotions, etc).

Offeror Response: Offeror is certified dealer for Manufacturer(s). Pricing is based on market segment. Government segment is more aggressively discounted than other sectors. Offeror is certified dealer for Manufacturer(s). Manufacturer statements attached.

Question 7: Offeror shall outline and describe their proposed ordering and delivery process.



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Offeror Response: Orders are placed upon specification review between Offeror and participating agency. Order is placed upon specification approval and purchase order receipt. Offeror is responsible for delivery to agency with all applicable documentation.

ATTACHMENT 3-A SUPPLEMENTS:

Manufacturer Statements attached

End of Attachment 3-A



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Attachment 3-B Key Personnel Proposal

Answer all questions thoroughly in the spaces provided. Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work. Insert or attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel.

1	Name:	CORY THOMPSON	How long with company?	3 YEARS
	Current position in company:	TRUCK SALES	How long in position?	3 YEARS
	Position for the Services:	SALES	How much of time will be dedicated to the Services?	100%
	What primary functions will be assigned?	ACCOUNT MANAGEMENT, TRUCK SPECIFICATIONS, PRICING, ORDERING, DELIVERY, CONTRACT MAINTENANCE		
	Describe person's experience in performing services like those that are to be assigned:	17 YEARS IN COMMERCIAL TRANSPORTATION INDUSTRY WITH EMPHASIS ON GOVERNEMENT SALES		
	List person's job-related training and education:	CONTINUING EDUCATION-ANNUAL MANUFACTURER PRODUCT TRAINING, ACCOUNT MANAGEMENT, TRUCK SPECIFICATION		
	Resume:	NA		



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2	Name:	JIM ROSS	How long with company?	12 years
	Current position in company:	TRUCK SALES	How long in position?	12 years
	Position for the Services:	SALES	How much of time will be dedicated to the Services?	100%
	What primary functions will be assigned?	ACCOUNT MANAGEMENT, TRUCK SPECIFICATIONS, PRICING, ORDERING, DELIVERY, CONTRACT MAINTENANCE		
	Describe person's experience in performing services like those that are to be assigned:	27 YEARS IN COMMERCIAL TRANSPORTATION INDUSTRY WITH EMPHASIS ON GOVERNEMENT SALES		
	List person's job-related training and education:	CONTINUING EDUCATION-ANNUAL MANUFACTURER PRODUCT TRAINING, ACCOUNT MANAGEMENT, TRUCK SEPCIFICATION		
	Resume:	NA		



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3	Name:	TIM NOEDING	How long with company?	13 years
	Current position in company:	GENERAL SALES MANAGER	How long in position?	13 years
	Position for the Services:	MANAGEMENT	How much of time will be dedicated to the Services?	100 %
	What primary functions will be assigned?	OVERSIGHT OF ACCOUNT MANAGEMENT, TRUCK SPECIFICATIONS, PRICING, ORDERING, DELIVERY, CONTRACT MAINTENANCE		
	Describe person's experience in performing services like those that are to be assigned:	35 YEARS IN COMMERCIAL TRASPORTATION INDUSTRY WITH EMPHASIS ON GOVERNEMENT AND RETAIL SALES		
	List person's job-related training and education:	CONTINUING EDUCATION-ANNUAL MANUFACTURER PRODUCT TRAINING, ACCOUNT MANAGEMENT, TRUCK SEPCIFICATION		
	Resume:	NA		

End of Attachment 3-B



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Attachment 3-C Proposed Subcontractors

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements-OFFEROR AND SUBCONTRACTOR PERFORM PRE-DELIVERY INSPECTIONS (PDI) OF CHASSIS AND BODY TO ENSURE QUALITY CONTROL PRIOR TO DELIVERY OF UNIT TO CUSTOMER.
4. State may demand additional information about proposed subcontractors as a precondition of award.

YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	NORWOOD EQUIPMENT	YES	BODY UPFIT-Dump bodies, Sweeper bodies, Refuse bodies, Asphalt distributor bodies	50
2.	INTERSTATE TRUCK BODIES	YES	BODY UPFIT-Water tank bodies, Dump bodies, Service bodies, Fuel and Lube bodies, flatbeds	50
3.	BALAR EQUIPMENT	YES	BODY UPFIT- Refuse bodies, Vacuum bodies, Sweeper bodies, asphalt patch bodies,	50
4.	BEARCAT MANUFACTURING	YES	BODY UPFIT-Asphalt distributor bodies	50
5.	DRAKE EQUIPMENT	YES	BODY UPFIT-Truck bodies, Flatbeds, Service bodies, Dump bodies	50
6.	UNITED TRUCK	YES	BODY UPFIT-Water tank bodies	50
7.	DADEE MANUFACTURING	YES	BODY UPFIT-Refuse bodies	50
8.	AMREP INCORPORATED	YES	BODY UPFIT-Refuse bodies	50
9.	ARIZONA WASTEWATER	YES	BODY UPFIT-Vacuum bodies	50
10.	MADDOCK MACHINERY	YES	BODY UPFIT-Service bodies, Utility bodies	50
11.	MCNEILUS MANUFACTURING	YES	BODY UPFIT-Refuse bodies, Concrete bodies	50



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12.	UTILITY CRANE & EQUIPMENT	YES	BODY UPFIT-Utility bodies	50
13.	ALTEC EQUIPMENT	YES	BODY UPFIT-Utility bodies	50
14.	TEREX CRANE	YES	BODY UPFIT-Utility bodies	50

End of Attachment 3-C



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Attachment 3-D Boycott of Israel Disclosure

Unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it. This attachment (Participation in Boycott of Israel) is not a mandatory part of the offer as long as the injunction remains in place. Offers will not be evaluated based on whether this certification has been completed.

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01. This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

- My company **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

 FREIGHTLINER OF ARIZONA, LLC.

 9899 WEST ROOSEVELT STREET

 TOLLESON AZ 85353

 Signature of Person Authorized to Sign

 CORY THOMPSON

 TRUCK SALES

End of Attachment 3-D



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Attachment 4 Pricing Sheet

Pricing must be shown in the EXCEL sheet(s) titled as shown below:

1. The following EXCEL document(s) has/have been provided for Offeror's completion and submission - titled as follows:

ATTACHMENT 4 PRICING

End of Attachment 4



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Attachment 5-A Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract.

Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form return it with your Offer along with the appropriate supporting information to assist State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that as equivalent to "DOES NOT":

<input checked="" type="radio"/>	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
<input type="radio"/>	This response DOES contain trade secret information because it contains information that: <ol style="list-style-type: none"> 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

FREIGHTLINER OF ARIZONA

Offeror Company Name	Signature of Authorized Person
9899 WEST ROOSEVELT STREET	CORY THOMPSON
Address	Printed Name
TOLLESON AZ 85353	TRUCK SALES
City State Zip	Title

End of Attachment 5-A



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Copy of A.A.C. R2-7-103 [Confidential Information] as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

- A. *If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.*
- B. *Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.*
- C. *Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:*
1. *The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;*
 2. *The designated information is not confidential; or*
 3. *Additional information is required before a final confidentiality determination can be made.*
- D. *If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.*
- E. *An agency chief procurement officer may release information designated as confidential under subsection (A) if:*
1. *A request for review is not received by the state procurement administrator within the time period specified in the notice; or*
 2. *The state procurement administrator, after review, makes a written determination that the designated information is not confidential.*



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Attachment 5-B Conformance Statements

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS: (PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1**.

CONFORMANCE TO THE SCOPE AND PRICING DOCUMENTS: (PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS: (PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3**.



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ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Instructions to Offerors		
NA		

FREIGHTLINER OF ARIZONA, LLC.

Company Name

Signature of Person Authorized to Sign



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ATTACHMENT 5-B Supplement No. 2: Exceptions to Scope of Work and Pricing

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 2-A: Scope of Work		
NA		
Section 2-B: Pricing Document		
NA		

FREIGHTLINER OF ARIZONA, LLC.

Company Name

Signature of Person Authorized to Sign



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ATTACHMENT 5-B Supplement No. 3:
Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Special Terms & Conditions		
NA		

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-B: Uniform Terms & Conditions		
NA		

FREIGHTLINER OF ARIZONA, LLC.

Company Name

Signature of Person Authorized to Sign

End of Attachment 5-B



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Attachment 5-C Insurance

Provide a letter(s) from your Insurance company (ies) stating that your company can obtain the Proof(s) of Insurance as required in the Special Terms and Conditions. The additional letter(s) should be clearly marked as **Attachment 5-C_Supplement_Insurance**

Insurance letter attached

NOTE: If Awarded a Contract, Proof of Insurance (e.g. ACORD forms) must be submitted prior beginning service(s) under the Contract.

End of Attachment 5-C



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Attachment 5-D Offer Checklist

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT SUBMIT ALL ATTACHMENTS.

	DOCUMENT	SUBMITTED
1.	Attachment 1: Offer and Acceptance Form	<input type="checkbox"/> YES <input type="checkbox"/> no
2.	Attachment 2-A: Experience and Capacity Questionnaire	<input type="checkbox"/> YES <input type="checkbox"/> no
3.	Attachment 2-B: Organization Profile	<input type="checkbox"/> YES <input type="checkbox"/> no
4.	Attachment 3-A: Method Proposal	<input type="checkbox"/> YES <input type="checkbox"/> no
5.	Attachment 3-B: Key Personnel Proposal	<input type="checkbox"/> YES <input type="checkbox"/> no
6.	Attachment 3-C: Proposed Subcontractors	<input type="checkbox"/> YES <input type="checkbox"/> no
7.	Attachment 3-E: Israel Boycott Disclosure (Not used to determine susceptibility and responsiveness)	<input type="checkbox"/> YES <input type="checkbox"/> no
8.	Attachment 4: Pricing Sheets	<input type="checkbox"/> YES <input type="checkbox"/> no
9.	Attachment 5-A: Confidential Information Designation	<input type="checkbox"/> YES <input type="checkbox"/> no
10.	Attachment 5-B: Conformance Statements	<input type="checkbox"/> YES <input type="checkbox"/> no
11.	Attachment 5-C: Insurance	<input type="checkbox"/> YES <input type="checkbox"/> no
12.	Attachment 5-D: Reserved	<input type="checkbox"/> YES <input type="checkbox"/> no
13.	Attachment 5-E: Error! Reference source not found.	<input type="checkbox"/> YES <input type="checkbox"/> no

End of Attachment 5-D

End of Part 3

Contract Amendment Summary

CONTRACTOR: Freightliner of Arizona LLC	AMENDMENT NO.: Eight (8)
DESCRIPTION: Medium and Heavy Duty Cabs, Chassis and Buses	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Eight (8) to mutually include updated 2023 pricing for additional model(s).
2. All other terms, conditions and provisions of this contract remain unchanged.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Erin Young, Water Resources Manager
Co-Submitter: Rick Tadder, Management Services Director
Date: 03/01/2023
Meeting Date: 03/07/2023



TITLE:

Consideration and Approval of Contract: Professional Services with Stantec Consulting Services, Inc. in an amount not to exceed \$211,866 for a Water, Reclaimed Water, and Wastewater Cost-of-Service, Rates and Fees Study

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Professional Services with Stantec Consulting Services, Inc. in an amount not to exceed \$211,866 for a Water, Reclaimed Water, and Wastewater Cost-of-Service, Rates and Fees Study; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Water Services Division recommends that the City Council approve the Contract for Professional Services with Stantec Consulting Services, Inc. (Stantec) to complete a Water, Reclaimed Water, and Wastewater Cost-of-Service, Rates, and Fees Study. In accordance with the City Council adopted Principles of Sound Water Management - Water Policies, Chapter A Finance, Policy A3 Rate Design Elements: a formal rate study shall be performed every three (3) years.

The last rate and fee study for these three funds was executed in 2014 and completed in 2016, with a cost-of-service analysis completed in 2010. This next study includes both a rates/financial analysis and a cost-of-service study. A financial analysis will determine whether the existing rates are sufficient to recover utility costs and margins, incorporating unmet infrastructure needs to maintain quality and address capacity in the face of new environmental challenges. This “check-in” affords the City the opportunity to revisit and recommend any corrections to what could be subsidization among the rate classes as consumption patterns have changed since the last cost-of-service study was completed in 2010. A new cost-of-service analysis will look at different ways to allocate the utility’s costs to its customer classes proportionally and equitably based on their consumption patterns and demand or impacts on the systems. The Study ensures appropriate investment in resources and infrastructure supported by policymakers, community members, and developers. The process takes approximately 12 to 18 months, and engagement with the Water Commission, City Council, and the public will be paramount to success. The Contract for Professional Services with Stantec provides the City with the experience and expertise for a successful process.

Financial Impact:

The rate study is funded in FY 2023 CIP budgets: \$187,000 in water fund 202-08-370-3179-0-4422; \$25,000 in wastewater fund 203-08-375-3410-0-4421; \$25,000 in reclaimed water fund 204-08-380-3416-0-4421.

Policy Impact:

In accordance with the 2014 Water Services Integrated Master Plan Water Policies, Policy A.3, Rate Design Elements, Water Services will perform a formal rate study every three (3) years. The last rate study for water, wastewater, and reclaimed water was completed in 2016. The last Cost-of-Service study was conducted in 2010. A rate adjustment analysis for the Stormwater fund was performed as a separate effort with rate adjustments currently being considered by City Council.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- High Performing Governance: Serve the public by providing high quality customer service; Enhance the organization's fiscal stability & increase efficiency & effectiveness
- Safe & Healthy Community: Provide public safety services with resources, staff & training responsive to the community's needs
- Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system; Utilize existing long-range plan(s) that identify the community's future infrastructure needs & all associated costs
- Environmental Stewardship: Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social system

Carbon Neutrality Plan

- Community Resilience: CR-1 Ensure all mitigation actions improve Flagstaff's ability to adapt to the future; CR-2 Strengthen existing community systems to create resilience to both short-term shocks and long-term change?
- Sustainable consumption and waste management: MM-2 Encourage sustainable consumption.

Regional Plan

- Policy WR.2.2. Maintain and develop facilities to provide reliable, safe, and cost-effective water, wastewater, and reclaimed water services.
- Policy WR.3.8. Implement a water management program that creates a linkage between new growth and a minimum 100-year water supply.
- Policy WR.3.9. Identify adequate funding sources to pay for new resources for a long-term renewable water supply.
- Policy WR.4.1. Use the Regional Plan as a guide for the Utilities Integrated Master Plan to better plan for the necessary infrastructure sizing and location to accommodate planned growth and resource management.
- Policy WR.4.2. Maintain, at the City level, a financially stable utility to provide reliable, high quality utility services.
- Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Has There Been Previous Council Decision on This:

There has not been a previous City Council decision on a contract for this Water, Reclaimed Water, and Wastewater Cost-of-Service, Rates and Fees Study.

Options and Alternatives:

1. Award the Contract for Professional Services to Stantec Consulting Services, Inc.; or
2. Do not award the Contract for Professional Services and continue with the current rates and fees in place, impacting revenue stability and the ability to meet goals and standards set by City Council in Water Policy, PBB, and Carbon Neutrality efforts, this option is not recommended by staff.

Background/History:

The Water Services Division has historically based the rates, fees, and assessments charged to customers using a financial model to predict the cost of amortized operation and upkeep of the City water, wastewater, and reclaimed water infrastructure and associated fees.

Stantec will analyze the revenue requirements for each of the three utility funds, building and using a financial forecasting model to evaluate the sustainability of the status quo as part of evaluating alternative revenue requirement scenarios. Stantec will prepare an analysis to determine the revenue required to support operations for each utility, including projected increases in operational and capital spending. As part of the analysis, Stantec will examine historical operating expenses, growth and water use trends, alternative capital spending levels, existing and proposed bond obligation and debt service coverage ratios, levels of operating and capital reserves, and other financial policies that drive the revenue requirements of the utility systems. An important aspect of this study, the cost-of-service portion will allocate the utility's costs to its customer classes as proportionately and equitably as possible based on their consumption patterns or impact on the system. Stantec will build and use the City's financial model to develop alternative long-term financial management plans for each enterprise fund and will identify corresponding projected annual revenue requirements and projected rate revenue adjustments for water and sewer customers.

An important aspect of assigning rates, fees, and rate classes is the establishment of revenue components in a legally defensible format. Additionally, this study will use sound financial principles outlined in City Council-adopted 2014 Water Policies. This study will accomplish that goal for the Water Services Division and the City.

Purchasing staff published a Request for Proposals RFP solicitation for Water, Reclaimed Water, and Wastewater Cost-of-Service, Rates, and Fees Study services in the Arizona Daily Sun on July 3rd, 2022, and July 10th, 2022, and posted the solicitation to the City of Flagstaff's PlanetBids Website on June 23rd, 2022. On August 3rd, 2022, the City received five (5) Proposals from Consultant Firms. A seven-member Selection Committee consisting of City staff from different key knowledge departments reviewed and evaluated the Proposals. Based upon the numerical scoring of the Proposals, the Selection Committee identified Stantec as the top proposing Consultant. Stantec demonstrated a clear recognition of the knowledge and experience to study water rates and compile the information needed for Flagstaff Water Services to move forward with the rate study.

Key Considerations:

The rate study aims to ensure that Water Services and Customer Services have sufficient revenues to cover operation, maintenance, and capital costs and meet the City's debt coverage requirements and working capital guidelines.

The financial model and analysis will evaluate the current rates and provide recommendations for fee structures that will meet cost and revenue requirements for a base fiscal year and ten subsequent years.

Community Benefits and Considerations:

CONTRACT FOR PROFESSIONAL SERVICES

Contract No. 2022-109

This Contract is entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona (“City”), and Stantec Consulting Services, Inc., a New York Corporation (“Consultant”).

WHEREAS, the City desires to receive and Consultant is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Consultant (the “parties”) agree as follows:

SERVICES

1. Scope of Work: Consultant shall provide the professional services generally described as follows:

Water, Reclaimed Water, and Wastewater Cost-of-Service, Rates and Fees Study

and as more specifically described in the scope of work attached hereto as Exhibit A.

2. Schedule of Services: Consultant shall perform all work per the schedule set forth in Exhibit A.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. Key Personnel/Subcontractors: Consultant’s Key Personnel, Subcontractors (if any), and contact information are designated in Exhibit A. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Erin Young, Water Resources Manager, or her designee. All communications to the City shall be through the City Representative. The City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the Procurement Agent.
6. City Cooperation: The City will cooperate with Consultant by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Consultant’s performance of this Contract.

CONTRACT TERM

7. Contract Term: The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions. This Contract will be effective as of the date signed by both parties. Performance shall commence within ten (10) days from City’s issuance of the Notice to Proceed.

8. Renewal: This Contract may be renewed or extended for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

PAYMENT

9. Compensation: Consultant shall be paid an amount not to exceed **two-hundred eleven thousand eight-hundred sixty-six dollars (\$211,866)** for performance of the services in accordance with the Scope of Work identified in Exhibit A.
10. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

11. City Ownership of Document and Data: Any original documents prepared or collected by Consultant in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of the City ("City's work product"), unless otherwise agreed by the parties in writing. Consultant agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Consultant may have in the materials it prepares under this Contract, including any right to derivative use of the material. Notwithstanding the foregoing, Consultant shall retain ownership of the software used to complete the Scope of Work and any updates or improvements to the software created during the course of the Contract. The City shall retain a worldwide, perpetual, non-transferrable and royalty-free license to use such intellectual property to the extent embodied or reflected in the City's work product.
12. Re-Use: The City may use the City's work product without further compensation to Consultant; provided, however, that the City's reuse without written verification or adaption by Consultant for purposes other than contemplated herein is at the City's sole risk and without liability to Consultant. Consultant shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Consultant or any third parties without the City's prior written consent.
13. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Consultant shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Consultant in performance of this Contract, whether complete or in process.

INSURANCE

14. Insurance: Consultant shall meet insurance requirements of the City, as set forth in Exhibit C.

MISCELLANEOUS

15. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Emily Markel
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

To Consultant:
Andrew Buirham
Vice President, Management & Technology
Consulting
Stantec Consulting Services, Inc.
777 S. Harbour Island Blvd., Ste 600
Tampa, FL 33602-5729
andrew.burnham@stantec.com

With a copy to:
Erin Young
Water Resources Manager
City of Flagstaff
2323 N. Walgreen Blvd.
Flagstaff, AZ 86004
EYoung@flagstaffaz.gov

16. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONSULTANT

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 20__

EXHIBIT A

SCOPE OF WORK

(See Attached Amended Proposal)

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(As Amended)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
20. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but

are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

21. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
22. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
23. **NOT USED.**
24. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
25. **OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
27. **CONTROL:** Contractor shall be responsible for the control of the work.
28. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
29. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
30. **QUALITY:** Contractor agrees to perform the services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the services at the time when the location in which the services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Contractor's performance.
31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

32. WARRANTY: Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

33. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Contractor's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

34. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

35. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

37. GENERAL INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, employees, and subcontractors, harmless (but not defend) from and against any actions, liabilities, costs, including reasonable attorneys' fees, arising out of the negligent acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) promptly satisfy any judgment adverse to the City; or (b) reimburse the City for any loss, cost, damage, or expense, including reasonable attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of

any third-parties arising out of Contract performance or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

- 39. NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, employees, and subcontractors, harmless from an against any claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all negligent acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

- 40. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 41. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 42. AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 43. SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 44. NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 45. ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without

such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

- 46. BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

- 47. SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
- 48. NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.
- 49. DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
- 50. IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

- 51. TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to

Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. **CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
53. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.
54. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
55. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
56. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
57. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
58. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
59. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. **COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials

and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

61. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
62. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
63. **THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
64. **GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
65. **FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
66. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
67. **FORCE MAJUERE:**
 - a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
 - b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.
 - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
68. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

- 69. CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
- 70. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, Contractor shall notify the City within five business days after becoming aware of the noncompliance. If Contractor does not provide the City with a written certification that Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated March 23, 2022)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

- a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000
- b. Umbrella Coverage \$2,000,000
- c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	
- d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000
- e. Professional Liability \$2,000,000

f. Network Security and Privacy Liability

Per claim	\$2,000,000
Annual Aggregate	\$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.
5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
- a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.
 - f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a “Best’s” rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
10. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City’s Attorney’s Office in consultation with the City’s Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

Task 1: Study Orientation and Public Outreach Planning

1.1 Data Request

At the Study's onset, we will submit a data request to the City prior to the Study Orientation Meeting. We request budget and billing data to be delivered in a readily manipulatable format (such as Microsoft Excel) and within no more than two calendar weeks of our data request date.

Consultant shall provide frequent updates of data request list showing items that have been obtained and items still outstanding.

1.2 Study Orientation Meeting

Shortly after receiving a fully executed contract with the City, we will schedule and conduct a half-day onsite Study Orientation Meeting. At this meeting we will jointly:

- Confirm study goals and identify a list of pricing objectives for water, wastewater, and reclaimed water rates and fees and buy-in capacity fees.
- Discuss key issues, roles, responsibilities, and communication procedures.
- Review data, including existing account and usage information, policies, ordinances, codes, and funding mechanisms.
- Review and discuss policy strategy to refine the working list of topics presented in Table 1 of the RFP (please see below) with Staff, Commission, and the City Council.
- Finalize the project schedule, including critical path items, milestones, and deliverables.
- Develop a communications plan with the City's Public Affairs team.
- Establish collaborative ground rules, group objectives, and decision-making process for stakeholders.

We will have follow-up calls as needed for understanding of all data received and to identify any supplemental data requests. Every rate study requires a detailed understanding of financial, operational, capital, cost, and revenue realities, and together, this understanding builds the foundation for all subsequent tasks. As requested in the RFP, we will submit a meeting summary within five days of the Study Orientation Meeting.

1.3 Expert Policy and Rate Advisor Duties

Stantec will function as the City's rate and policy expert on rates issues at related meetings. We will facilitate, provide presentation materials, and make presentations on behalf of staff during:

- Two (2) strategizing meetings with the Water Commission.
- Two (2) strategizing meetings with the City Council
- Two (2) community outreach events

We will brief City staff prior to meetings and provide technical support to staff members on rates issues as they may arise during the study. (Budget assumes Stantec staff participates in 6 of the meetings virtually, and that our Project Manager or Director attend 3 meetings onsite.)

1.4 Rate Survey

We will conduct a rate study of up to 10 neighboring or otherwise comparable Arizona communities, focusing on the residential rates for water and wastewater, including reclaimed water rates as applicable. We often suggest that rate surveys be conducted towards the middle to end of a rate study as rate surveys can have a short shelf life, but we can conduct the survey earlier in the study process at the City's request.

1.5 Project Progress and Schedule

At the Study Orientation Meeting we will work with City staff to determine a project schedule including project milestone due dates and a preliminary schedule of community outreach meetings, Water Commission presentations, and City Council appearances. Our project manager will make at least biweekly contact with the City's designated client contact to track progress against the agreed upon project schedule. We will quickly identify and immediately alert City staff if there are any unanticipated issues that could result in project milestone delays.

1.6 Public Outreach

We will bring a representative of our internal Stantec public outreach team, who is well accustomed to working with us on utility rates studies, to the Study Orientation Meeting. Our public outreach team will meet virtually with the City's Public Affairs representative to develop a

Table 1(A)

Working list of strategies to address the objectives identified from the previous rate study process forward to include current issues or ideas

Strategy 1. Implement water and wastewater rates and charges that are legal, fair and equitable through a cost-of-service study.

Objectives	<ul style="list-style-type: none"> ● Ensure that changes to the City’s rate structures drive water conservation equitably in both residential and non-residential customer classes, such as through implementing indoor vs. outdoor or seasonal water use pricing structures, as per strategies adopted by City Council in the City’s Water Conservation Strategic Plan https://www.flagstaff.az.gov/4012/Water-Conservation-Strategic-Plan (copy and use in Chrome). ● <i>A citizen proposal presented to the Water Commission and City Council sought tiered water rates for commercial; Staff wishes to revisit rate structures that promote water efficiency. Currently, larger families that use water efficiently are automatically paying a portion of water use from a higher water tier. Tiered rates for commercial customers might put a portion of water used by a water efficient restaurant into a higher tier, while a smaller office not using water efficiently doesn’t feel a price signal to incentivize water conservation.</i> ● Ensure customers are charged equitably for wastewater strength concentrations, solids loading, and wastewater operations, maintenance and treatment. ● Review lawn meter rates are priced to encourage water use efficiency. ● Ensure capacity fees are collecting appropriate revenues to fund growth-related capacity and infrastructure needs; explore capacity vs. impact fees, and consider a capacity fee for the reclaimed water system. ● Evaluate the cost to treat wastewater is adequately captured in the cost of providing recycled water to the community. ● The industry standard is to begin the cost to provide reclaimed water service at the point where wastewater is fully treated as per its environmental permit requirements. City Council and citizens have requested that reclaimed customers incur some of the costs associated with treating wastewater and even some of the costs to produce potable water. ● Ensure the lower rate for off-peak reclaimed water use is legal, fair and equitable.
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Strategy 2. Develop a Long-Range Financing Plan that sets forth the long-term funding needs of Water Services.

Objectives	<ul style="list-style-type: none"> ● Develop and maintain financial planning models to include long term forecasts of operating and capital expenditures, revenue requirements and rates and charges. (Policy A3.2 on rate design elements) https://www.flagstaff.az.gov/2264/Water-Policy. ● <i>The previous rate study did not include financial planning models.</i> ● Ensure the long-term financial plan is based on reasonable, conservative assumptions and accounts for uncertainties that influence water use. (Policy A3.1). ● <i>From the vantage of a water utility manager, a high fixed-revenue component of the customer bill is highly desirable, since it reduces the volatility of revenue from one month to the next. Yet from the vantage of a customer, the proportion of the monthly bill attributable to the fixed charge may not be desirable, as this structure limits the potential savings the customer can achieve by reducing water use. Given the substantial achievements in water conservation since the increasing residential tier structure was adopted circa 1990, Staff wish to review monthly water use and revenue patterns to ensure the monthly meter charges are adequate for revenue and operational stability while encouraging conservation.</i> ● Ensure the long-term plan maintains Water Services’ good standing in the credit markets to provide ready access to cost-
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	<p>effective capital financing.</p> <ul style="list-style-type: none"> • Evaluate Water Services' capital financing and debt service coverage policies to optimize cash funding of capital investments. (Policy A1.1). • <i>The City's annual payment for debt service across the Water Services' Enterprise Funds is about 20% of total annual Operating Revenues, which is policy. Staff wish to explore exceeding this limit to capitalize on new funding opportunities administrated through the Water Infrastructure Finance Authority, to achieve critical infrastructure projects.</i> • Evaluate Water Services cash reserve policies to consider optimal uses and levels of reserve. (Policy A1.2).
<p>Strategy 3. Establish fees that pay that cover the cost of service, ensuring the utility meets regulatory requirements.</p>	
Objectives	<ul style="list-style-type: none"> • Ensure customer service fees are adequate to cover the cost of service, such as connection fees, service charges, permits, late fees, liquid waste, etc. • Review fees and charges for industrial waste customers • Review liquid waste fees, such as water haulers, restaurant grease, mud sump waste, river cans, to ensure fees and charges cover the cost of service
<p>Strategy 4. Discuss forward-thinking or new opportunities for how rates and pricing strategies can help achieve goals of the utility or City.</p>	
	<ul style="list-style-type: none"> • Explore the option of a recycled water credit to the customer's water or sewer bills based on return flow for recycling. • <i>This was a citizen proposal to the Water Commission and City Council and Staff is interested in this proposal because of the value it puts on recycled water. Discussion points include how to incentivize return flows without decenterizing water conservation and how the credit is funded, perhaps by reclaimed water revenues.</i> • Explore the option of auctioning reclaimed water to highest bidder. • <i>This was an idea provided by a Water Commissioner at the January meeting. WestWater Research recently completed an evaluation on this and other ways the community can value reclaimed water for the Reclaimed Water Master Plan (Reclaimed Water Master Plan).</i>

strategic communications plan to best solicit feedback from the community and other key stakeholders. The outreach strategy should target communication of the true value of the services using elements of the Water Services Strategic Plan 2025. We anticipate that topics of consideration will include those listed in Table 1 of the RFP as well as water conservation and future water sources, preferred capital improvement investments, revised rate structures/design, economic pricing of reclaimed water. Our public outreach team is experienced in translating technical details into understandable information and will provide materials and facilitation services during the public workshops.

1.7 Project Management and Coordination

Our project manager will oversee contract review, schedule and budget management, and client communication. Our project manager will also participate in monthly client billing and will prepare scope amendments when and if requested. Please see our standard Stantec Project Management Framework to the right.

Task 2: Development of 10-year Financial Plans

Data Review

We will work with City Staff to perform an initial evaluation of the ability of Flagstaff's current water, wastewater, and reclaimed water rates and charges to cover the cost of operating each system over a 10-year planning period and evaluate the past five-year performance of the rate structure. Revenue projections for miscellaneous charges will include, for example, buy-in capacity fees, tap fees, hydrant rental, investment income and other sources as well as plan review fees (such as the Water-Sewer Impact Analysis fees), rough and final grading inspection fees and other ancillary charges. We will review and include the Capital Improvement Program (CIP) consistent with the most recent water and sewer master plans and from the most recent 5- and 10-year CIP schedules.

Revenue Requirements Analysis

We will conduct an analysis of the revenue requirements for each of the three utilities, building and using our financial forecasting model to evaluate the sustainability of the status quo as part of evaluating alternative revenue requirement scenarios. We will prepare an analysis to

Stantec's PM Framework

- 00 Prepare proposal, including a preliminary Project Plan with scope, budget, resources, deliverables, and schedule. Conduct document an independent review of the final proposal.
- 01 Obtain written instructions to proceed and execute an approved written contract. Obtain written subconsultant agreements.
- 02 Prepare Project Plan with appropriate level of detail. Conduct/document independent review.
- 03 Establish hard copy and/or electronic project record directories. File project records.
- 04 Complete a Health, Safety & Environment (HSE) risk management assessment, document all projects involving field work.
- 05 Monitor the project management dashboard regularly. Follow best practices for managing project financials, including time, work in progress, accounts receivable, and estimates to complete.
- 06 Obtain client's written approval on scope of service changes in a timely manner.
- 07 Conduct and document a quality review of all final deliverables prior to issue.
- 08 Conduct and document an independent review of all final deliverables prior to issue.
- 09 Close off the project financials and close out the project files.

determine the revenue required to support operations for each utility, including projected increases in operational and capital spending. As part of the analysis, we will examine historical operating expenses, growth and water use trends, alternative capital spending levels, existing and proposed bond obligation and debt service coverage ratios, levels of operating and capital reserves, and other financial policies that drive the revenue requirements of the utility systems. We will build and use our financial model to develop alternative long-term financial management plans for each enterprise fund and will identify corresponding projected annual revenue requirements and projected rate revenue adjustments for water and sewer customers.

Projected Demand

One item of particular importance in a utility's financial plan is the projection of growth in accounts and metered water sales, especially as it relates to the possibility of rate structure changes. We will evaluate alternative customer and demand projections based on the City's planned development projections, historical growth trends, water usage pattern changes, observed trends in expenditures, and other variables that could affect financial performance. We will incorporate estimates of price elasticity and analyze estimates of the probable range of responses to different degrees of rate increases and other changes. As requested in the RFP, we will conduct a water bill frequency analysis to determine usage characteristics for each customer class.

Reclaimed Water

We will examine current reclaimed water costs and revenues and identify funding gaps. We will work with our engineering advisors to consider the potential basis for allocating some portion of the wastewater treatment costs to reclaimed water and of allocating a portion of reclaimed water costs to water supply. We will also draw upon our senior economist's expertise and prior work with reclaimed water to examine potential alternative pricing structures for reclaimed water sales, including the development of a capacity fee for reclaimed water.

We will facilitate one virtual workshop with City staff to review initial results and identify needed adjustments prior to summarizing our financial plan analysis in a technical memorandum for staff review.

Task 3: Cost-of-Service Analysis

3.1 Test Year

After consultation with City staff, we will select a test year (or years) for the cost-of-service analyses.

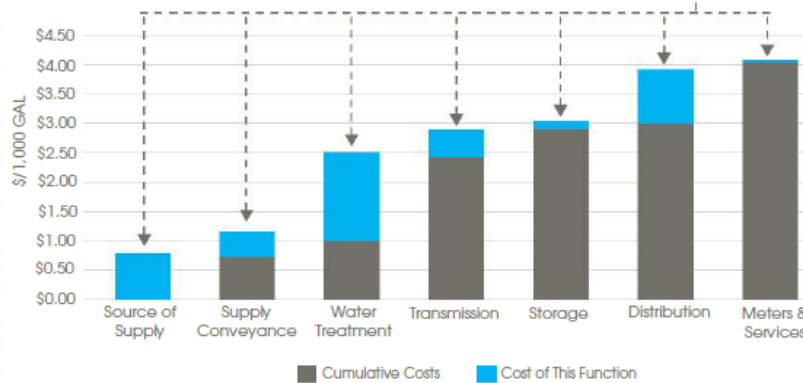
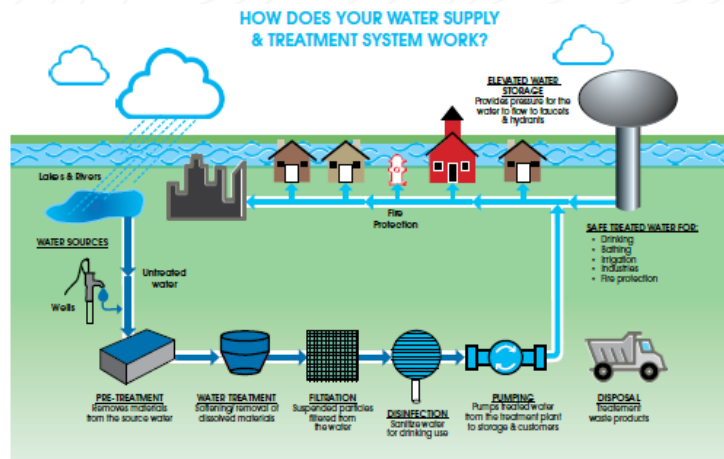
3.2 Customer Class Characteristics

We will use billing data to determine customer characteristics based on the existing customer classes and meter size. (We can and will also use AMI data if it is available.) We will analyze and suggest alternative customer classes to the Staff and City Council if we determine that different customer classes would help to better meet City Council objectives.

3.3 and 3.4 Water Cost-of-Service Analysis and Wastewater Cost-of-Service Analysis

We will perform in-depth cost-of-service analyses to determine the cost-of-service by customer class and meter size served by the City water and wastewater utilities. We will identify the most appropriate industry-accepted cost-of-service allocation methodologies, based upon available data, legal requirements, system configuration, service agreements, resources, customer base, demand and usage characteristics, and public policy objectives. Each utility's cost-of-service and revenue requirements will be functionalized to defined categories, which are then allocated to each class of customer based upon their characteristics or units of service. The graphics on the next page are examples of material illustrating the key water system functions and their costs.

We will facilitate one virtual workshop with City staff during this task to review initial results and make appropriate adjustments to the analysis. At the conclusion of the cost-of-service analyses, we will compare the resulting allocation of revenue requirements to the revenue generated by the current rates for each customer class segment of the utilities. To the extent current revenue recovery levels are not in line with the results of the cost-of-service allocation analyses, we evaluate alternative levels of revenue recovery by class and segment of customers within the rate structures to improve alignment with the results.



We will also prepare a cost-of-service analysis for reclaimed water in that we will assure that any costs of wastewater treatment or other identified costs that can be associated with the provision of reclaimed water to customers are appropriately allocated to the reclaimed water utility.

3.5 Summary

We will compare the test year's customer class costs-of-service with the class-level revenue under existing rates.

3.6 Calculation of Buy-in Capacity Fees and other Fees for Service

Capacity fees are one-time fees levied upon new development. The City of Flagstaff currently levies buy-in capacity fees for water and wastewater facilities that are calculated in accordance with Arizona Revised Statute (ARS) 9-511.01. As such they are not considered as impact fees under ARS 9-463.05.

The calculation of capacity fees will mirror the cost-of-service analyses in that the units of measure and cost allocation by function and by customer class should be consistent between rates and capacity fees. We will consider including conservation and water reuse costs (as appropriate) into capacity fees, as well as the implications of additional fees for services such as for scavenger wastes and for river can waste collection and cleaning services.

We will document updated capacity fees and other fees in a technical memorandum. We will be prepared to present the findings of the technical memorandum as part of one of our presentations to the Water Committee and the City Council and will include the findings as part of the Final Rate and Fee Study Report.

Task 4: Rate Design

Task 4.1 Rate Design

Based upon the annual revenue requirements identified in Task 2 and the cost-of-service analyses completed in Task 3, we will examine alternative rate structures. Our project team will discuss the alternative rate structures to determine if they would help the City meet its pricing goals and objectives. We will review the pros and cons of each rate structure including items such as revenue volatility, customer understanding, conservation goals, administrative requirements and the ability of the City to implement the structure. Our analysis will include an allowance for price elasticity to account for changes in consumption patterns by your customers due to rate structure, metering, or other modifications.

We will use the existing rate structure to compare and contrast with up to two alternative rate structures for water and wastewater. We will analyze the existing reclaimed water rate structure and provide at least one alternative pricing plan or rate structure for the City's consideration. For

each rate structure considered for the study, we will provide an analysis of the impacts to each customer class and segment, bill impacts at various levels of consumption, and revenue impacts as appropriate. Analysis of alternative rate structures in addition to the number identified above for each utility will be subject to additional cost. (See Additional Services A.2.)

4.2 Rate Design Workshop(s)

We will facilitate a Rate Design Workshop(s) with City Representatives, the Water Commission, and possibly other stakeholder groups to present and discuss the proposed and alternative rate structures. We will facilitate the number of Rate Design workshops necessary to garner consensus on the rate structure preferences. The outcome will inform those rate structure preferences that we will present to the City Management Staff, the Water Commission, and the City Council. Please note that each Rate Design Workshop in addition to the first one will be treated as one of the Additional Services identified separately in our proposal and will be subject to the Cost Per Additional Onsite Meeting, depending on the number of Stantec team members required to attend the meeting. (See Additional Services A.4 for costs for one or three staff members.)

4.2 Rate Design Technical Memorandum

We will prepare and submit a summary of the Rate Design Workshop(s) in a technical memorandum. (Additional Workshops other than the first Workshop are subject to additional cost. See Additional Services A.4.)

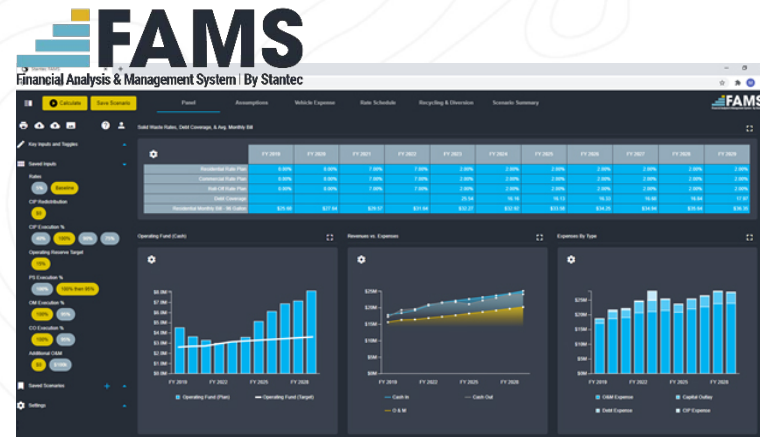
Task 5: Rate Model

5.1 Rate Model

During the study, we will customize our Financial Analysis and Management Systems (FAMS) model to match your current data requirements and evaluate the “what-ifs” as part of developing a sustainable financial plan with optimal capital funding strategies for each utility. We are able to provide a user-friendly desktop version of FAMS in

Microsoft Excel, and we are also uniquely able to provide an enhanced online version of our FAMS application. The online version of FAMS has allowed many communities to make a fundamental shift from a passive to an active form of financial management. We require a separate usage and

non-disclosure agreement for either version of the financial model given the unique features and capabilities of FAMS. (See sample screenshot of a panel from our online FAMS model, below.)



Task 5.2 Training Session

We will conduct a one-day onsite training session to train City staff on either the desktop or online version of the model, including adjustment of key variables and creation of various scenarios (which can be very easily saved on the online FAMS version). We will also demonstrate and instruct staff on how to upload and update the model with new budget, CIP and revenue information.

Task 5.3 User Manual

We will prepare a customized user manual and provide the City with access to the desktop or online version of the FAMS model as customized for each utility. We will provide five (5) hard copies of the user manual and electronic files in Microsoft Word and PDF format.

Task 6: Deliverables – Water, Reclaimed Water and Wastewater Cost-of-Service Rates and Fees Study

6.1 Draft Study Report

Flagstaff will gain value from a Study Report that clearly documents the processes and results of the rate and fee study. We will first prepare a

draft for the City's review and will allow up to three iterations of the review and edits by City staff, as per the RFP. Also as requested, we will provide up twenty (20) hard copies for distribution to City staff.

The Study Report will be consistent with ARS 9-499.15 & 9-511.01 and include a summary of the community outreach process, source data and assumptions, as well as the revenue requirement and cost-of-service analyses; schedules of specific recommended rates and charges appropriate to each utility and customer class; schedules of current and proposed rates and charges (side by side), and all study findings and recommendations.

6.2 Draft Study Workshop

We will facilitate a virtual Draft Study Workshop with City Representatives to discuss any further comments on the Draft Study Report.

6.3 Final Study Report

After the Draft Study Report and all final comments from City staff are received, we will incorporate comments into a Final Study Report. The report will provide a simplified and straightforward synopsis of the analysis, and include appendices that contain a series of graphs, charts, and tables that provide the supporting details of the study. The Final Study Report will include a stand-alone Executive Summary for distribution, which often serves as an effective communication tool with the Council and the community. In addition to the Final Study Report, all electronic data provided by the City during the study will be provided or made available to the City at the conclusion of the study.

Task 7: Study Presentations

Task 7.1 Presentation of Draft Study Findings

Our team will be prepared to make three presentations of the draft findings of the study during the study to: three (3) Water Commission meetings; three (3) City Council meetings; and three (3) public workshops.

Our public outreach team members will assist with the preparation of PowerPoint presentations and handouts for the Draft Study presentations. Members of our public outreach team will also be available to assist with presentation materials and meeting facilitation during the public workshops. 3 of these meetings are assumed to be on-site meetings facilitated by our Project Manager or Project Director, and 6 are assumed to be virtual meetings supported by multiple Stantec staff.

Task 7.2 Final Study Presentation

Our Project Manager or Project Director will prepare and present the Final Study Report to the City Council along with final rate recommendations for rates, fees, and water, wastewater, and reclaimed water cost-of-service via an onsite meeting. The Final Study and the underlying files shall be delivered electronically in downloadable files. (Relative to any models that are used as part of the study, those can be provided to the city subject to a usage and non-disclosure agreement.) The Final Study Report will be provided in PDF format, as per the requested specifications.

Additional Services

Our cost proposal includes cost estimates for the following additional services:

- Development of up to three (3) additional alternative financial plans.
- Development of up to three (3) additional alternative rate structures.
- Development of a rates comparison of ten (10) cities selected in Task 1.3 with current and proposed City rates with comparisons of monthly bills for the median residential users. This additional task was not separately priced as this can be included in the rate survey task (Task 1.4) for no additional cost.
- Development of an alternative scope for annual rate model maintenance.
- Additional meetings. Cost estimate assumes onsite meeting attended by the project manager with virtual attendance by the project director, or if needed, the cost of a facilitated meeting, such as for an additional public workshop.

Price/Fee

The following table summarizes our costs per task and total fee. This cost estimate includes public outreach services. Additional services are also priced. On the following page is a table of current hourly rates by labor category for 2023 for any as needed services beyond those identified herein.

Task	Study Task Description	Hours	Cost
Task 1	Study Orientation	119	\$28,464
Task 2	Develop 10-Year Financial Plans	101	\$19,895
Task 3	Cost-of-Service Analysis	121	\$24,815
Task 4	Rate Design	168	\$35,845
Task 5	Provide Rate Model	42	\$7,675
Task 6	Deliverables - Water, Reclaimed Water, and Wastewater Cost-of-Service Rates and Fees Study	64	\$12,600
Task 7	Study Presentations	158	\$35,572
Totals		773	\$164,866
Estimated Expenses			\$47,000
Total Not-To-Exceed Project Cost			\$211,866

Additional Services		Hours	Cost
A.1	Development of up to 3 Alternative Financial Plans	10	\$2,515
A.2	Development of up to 3 Alternative Rate Structures/1/	20	\$3,910
A.3	Alternative for Annual Rate Model Maintenance/2/	TBD	TBD
A.4	Cost per Additional Onsite Meeting (PM only in person)/3/	10	\$3,200
or	Cost per Additional Onsite Meeting (1 PM + 2 Facilitation)/3/	30	\$9,410
/1/ Excludes calculation of water budget-based rates (available at additional cost).			
/2/ Annual model maintenance available with FAMS subscription of \$5,000 - \$10,000 annually, depending on desired level of services.			
/3/ Includes travel expenses.			

2023 Hourly Rates By Labor Category (\$ USD)		Rate / Hour
	Director / Vice President	\$375
	Senior Principal	\$325
	Principal	\$275
	Senior Manager	\$250
	Manager	\$225
	Associate	\$200
	Senior Consultant	\$185
	Consultant	\$170
	Financial Analyst	\$160
	Data Analyst	\$135
	Admin / Accounting	\$100

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Bryce Doty, Real Estate Manager
Co-Submitter: Anja Wendel
Date: 03/01/2023
Meeting Date: 03/07/2023



TITLE:

Consideration and Adoption of Ordinance No. 2023-04: An Ordinance of the City Council of the City of Flagstaff, authorizing the exchange of property of substantially equal value with the Arizona Board of Regents; providing for delegation of authority, repeal of conflicting ordinances, and establishing an effective date

Consideration and Adoption of Resolution No. 2023-05: A Resolution of the City Council of the City of Flagstaff, approving the First Amendment to an Intergovernmental Agreement with the Arizona Board of Regents related to Consolidation of University Campus and Road Projects.

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2023-04 by title only for the final time
- 2) City Clerk reads Ordinance No. 2023-04 by title only (if approved above)
- 3) Adopt Ordinance No. 2023-04
- 4) Read Resolution No. 2023-05 by title only
- 5) City Clerk reads Resolution No. 2022-05 by title only (if approved above)
- 6) Adopt Resolution No. 2023-05

Executive Summary:

The ordinance will authorize the exchange of real property interests of substantially equal value with the NAU. The resolution will approve a First Amendment to the Intergovernmental Agreement with NAU, and establish details for the property exchange. Draft documents were attached to the February 21, 2023 Council meeting packet. Final documents are attached to the March 7, 2023 Council meeting packet and include two updated legal descriptions as noted below in underlined text.

If approved, City will receive the following property interests from NAU:

1. Fee simple title to University Drive east of Milton Road (86,068 square feet); and
2. Drainage easement (1,173 square feet); and
3. Drainage easement (882 square feet).

If approved, NAU will receive the following property interests from City:

1. Fee simple title to land adjacent to NAU Campus (abandoned public right-of-way along Hoskins Avenue)(5,237 square feet).

As part of the overall agreement with NAU, the following are additional key terms found in the First Amendment:

- City will complete University Drive improvements and assume road maintenance;
- NAU will continue snowplowing University Drive;
- The City and NAU will terminate a separate 2017 Development Agreement, which releases both parties from obligations that were related to a development that did not materialize (NAU bought property from developer);
- City and NAU will work together related to planning for an expansion of Lone Tree Road;
- The term of the IGA is extended to 20 years;
- The IGA is updated to memorialize completed transactions.

Financial Impact:

If approved, City and NAU will exchange properties of substantially equal value. An appraisal is not required by A.R.S. Section 9-407. City and NAU staff have prepared a determination that the properties are of substantially equal value, as set forth in the attached chart.

City Public Works Department will be assuming additional costs related to ongoing maintenance of University Drive east of Milton Road, except for snowplowing. University Drive is owned by NAU, but is used as public right-of-way.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives
Sustainable, Innovative Infrastructure

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system
- Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs
- Identify smart traffic management, multi-modal transportation, and alternative energy opportunities

Livable Community

- Provide amenities and activities that support a healthy lifestyle

Carbon Neutrality Plan

DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

DD-5: Invest in comprehensive and equitable transit.

Regional Plan

Policy CC.5.4. Complete sidewalks and Flagstaff Urban Trails System connections for all schools, community colleges, and university campuses.

Has There Been Previous Council Decision on This:

Yes, the Council has made prior decisions related to today's Agenda Item:

- On July 5, 2017 Council approved an IGA with NAU Related to Consolidation of University Campus and Road Projects (approves numerous property exchanges);
- On September 18, 2017 Council approved a Development Agreement with CVS (would have added an eastbound turn lane along Milton Road onto Butler Avenue);
- On December 6, 2022 Council approved Ordinance No. 2022-31 (abandons public right-of-way along Hoskins Avenue adjacent to NAU).

Options and Alternatives:

1. Approve Ordinance No. 2023-04, authorizing property exchange with NAU.
2. Approve Resolution No. 2023-05 approving First Amendment to IGA with NAU to carry out the property exchange.
3. Suggest modifications to the documents or planned course of action.
4. Do not approve the documents.

Key Considerations:

The property exchange will enable the City to obtain property rights so that it can proceed with improvements to University Drive east of Milton Road as part of the Beulah/University Realignment Project. This Project is scheduled to start construction in Spring 2023. University Drive is used as public right-of-way for access not only to the NAU Campus, but also to a cemetery, the Greentree shopping center, and the Target shopping center.

Attachments:	<u>Exchange Value</u>
	<u>Ord. 2023-04</u>
	<u>Legal Descriptions</u>
	<u>Res. 2023-05</u>
	<u>Amendment to 2017 IGA</u>
	<u>2017 CVS Development Agreement</u>
	<u>2017 IGA with NAU for Property Exchange</u>
	<u>Ord 2022-31 Abandoning ROW in Hoskins Ave</u>

Subject Properties				
Exchange Benefit to City	Approximate Size in SF	Estimated Value	Price/SF	Increase by 20%
Portion of University Drive	86248	\$ 3,104.93	\$ 0.03	\$ 0.04
Drainage Easement-10319001B	882	\$ 10,943.86	\$ 10.34	\$ 12.41
Drainage Easement-University	1,173	\$ 1,455.46	\$ 1.03	\$ 1.24
Total		\$ 15,504.24		
Exchange Benefit to NAU	Approximate Size in SF	Estimated Value	Price/SF	Increase by 20%
Hoskins	5237	\$ 77,245.75	\$ 14.75	\$ -
Easement for Student Athlete High Performance Center	3071	\$ 5,712.06	\$ 1.55	\$ 1.86
Total		\$ 82,957.81		
Value Source		Assessor's Full Cash Value	Price/SF	
Parcel 10318003A-SAHPC Easement	615503	\$ 954,199.00	\$ 1.55	
Parcel 10319001B - Drainage Easement	274864	\$ 2,842,094.00	\$ 10.34	
Hoskins value provided by City			\$14.75	
University Drive	87556	\$ 2,513.00	\$ 0.03	

ORDINANCE NO. 2023-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE EXCHANGE OF PROPERTY OF SUBSTANTIALLY EQUAL VALUE WITH THE ARIZONA BOARD OF REGENTS; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City acquisition, sale, or exchange of public real property shall be approved by ordinance, pursuant to the Flagstaff City Charter, Article 7, § 5; and

WHEREAS, the City may trade real property with another governmental pursuant to the Flagstaff City Charter, Article 8, § 10 to and, may exchange real property of substantially equal value pursuant to A.R.S. § 9-407; and

WHEREAS, the City has published notice of the proposed property exchange.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: In General.

The City Council hereby authorizes an exchange of real property of substantially equal value with the Arizona Board of Regents, a body corporate with perpetual succession pursuant to the laws of the State of Arizona, for and on behalf of Northern Arizona University, a public institution of higher education (hereafter referred to as "University")

City will receive the following from University:

- a. Fee simple title (86,068 square feet), consisting of University Drive east of Milton Road); and
- b. Drainage easement (882 square feet); and
- c. Drainage easement (1,173 square feet).

University will receive the following from City:

- a. Fee simple title (5,237 square feet, consisting of abandoned public right-of-way along Hoskins Avenue and adjacent to the NAU Campus).

Legal descriptions of the property interests to be exchanged are attached hereto, as Exhibit 1.

The property exchange shall be completed in the manner as mutually agreed upon by the City and University, and as set forth in a First Amendment to the Intergovernmental Agreement related to Consolidation of University Campus and Road Projects dated July 5, 2017.

SECTION 2: Delegation of Authority.

The Mayor and City Manager are hereby authorized to execute all documents relevant to the property exchange. The City Real Estate Manager is directed to take all necessary steps to effectuate this ordinance. The City Clerk is directed to record a copy of this ordinance.

SECTION 3: Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4: Effective Date.

Pursuant to A.R.S. § 28-7213 this ordinance shall become effective when recorded in the office of the Coconino County Recorder, which shall be at least 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 March, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachment:
Exhibit 1 – Legal Descriptions

EXHIBIT 'A'
LEGAL DESCRIPTION

A portion of the Hoskins Avenue public Right-of-Way according to the Revised Plat of the Washington Addition, Book 2 of Maps, Page 2, Official Records of Coconino County, located in the northwest quarter of Section 22, Township 21 North, Range 7 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South Fountain Street, from which a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South O'Leary Street bears North 89°35'02" East, 268.59 feet (Basis of Bearing, North 89°11'20 East, 268.70 feet per Instrument Number 3859846);

Thence South 59°00'46" West, 29.15 feet to the **TRUE POINT OF BEGINNING**;

Thence South 89°51'09" West, 107.00 feet to a point on the west line of said Section 22;

Thence along said west line, North 0°03'18" West, 48.40 feet to the southwest corner of Lot 27, Block A of said Washington Addition;

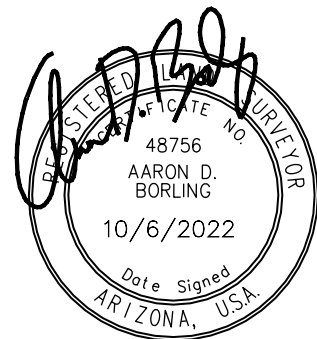
Thence leaving said west line, and along the south line of said Lot 27, South 89°16'24" East, 107.01 feet to the southeast corner of said Lot 27;

Thence leaving said south line, South 0°03'18" East, 49.48 feet to the **TRUE POINT OF BEGINNING**.

Containing 5,237 square feet, or 0.12 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

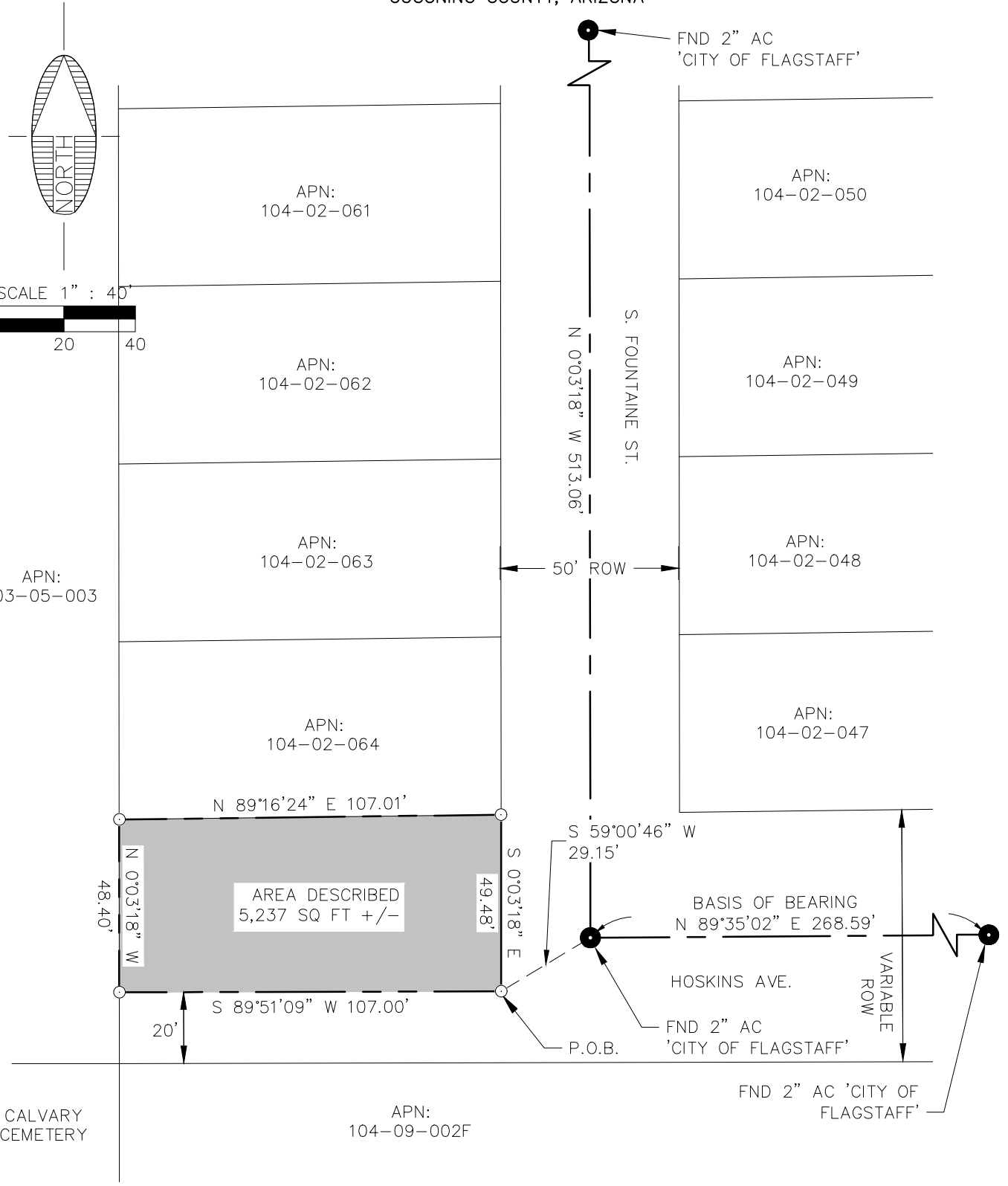


PLOTTED: Oct 06, 2022-3:32pm

FILE: \\192.168.1.15\PROJECTS\2018\18121\SURVEY\LEGAL DESCRIPTIONS\CHECK SET 2022-10-06\HOSKINS-FOUNTAINE_ROW.DWG ABORLING

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF BLOCK 'A', ACCORDING TO THE REVISED PLAT WASHINGTON ADDITION,
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
 TOWNSHIP 21 NORTH, RANGE 7 EAST,
 OF THE GILA AND SALT RIVER MERIDIAN,
 COCONINO COUNTY, ARIZONA



110 W. Dale Avenue
 Flagstaff, AZ 86001
 928.773.0354
 928.774.8934 fax
 www.swiaz.com

JOB NO.	18121
DATE	OCT 22
SCALE	1" = 40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

HOSKINS AVE. FLAGSTAFF ARIZONA

LEGAL EXHIBIT

LEGAL DESCRIPTION

Exhibit 'A'

#18121

2/14/2023

A portion of West University Drive as described in Docket 206, Page 332, and as shown on Book 10 of Maps, Page 10, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found concrete nail and tag in sidewalk on the northerly Right-of-Way line of West University Drive, and the **TRUE POINT OF BEGINNING**;

Thence along said Right-of-Way line, North 89°30'08" East, 520.91 feet (Basis of Bearing) to a found concrete nail and tag in sidewalk, and the beginning of a tangent curve concave to the northwest, having a radius of 181.42 feet and a central angle of 44°59'11";

Thence continuing along said Right-of-Way line, and northeasterly along said curve, 142.44 feet;

Thence continuing along said Right-of-Way line, North 44°30'57" East, 497.65 feet to the southwest corner of Assessor's Parcel Number 103-19-001B;

Thence continuing along said Right-of-Way line, and along the southerly line of said parcel, North 44°30'56" East, 280.01 feet to the southeast corner of said parcel;

Thence South 00°00'00" East, 85.65 feet to a point on the southerly Right-of-Way line of West University Drive;

Thence along said Right-of-Way line, South 44°31'28" West, 716.66 feet to the beginning of a tangent curve concave to the northwest, having a radius of 241.42 feet and a central angle of 44°59'11";

Thence continuing along said Right-of-Way line, and westerly along said curve, 189.55 feet;

Thence continuing along said Right-of-Way line, South 89°30'38" West, 519.40 feet to the beginning of a tangent curve concave to the south, having a radius of 25.00 feet and a central angle of 4°35'24";

Thence continuing along said Right-of-Way line, and westerly along said curve, 2.00 feet;

Thence leaving said Right-of-Way line, North 1°21'41" West, 60.00 feet to a point on the northerly Right-of-Way line of West University Drive;

Thence along said Right-of-Way line, North 89°30'39" East, 1.50 feet to the **TRUE POINT OF BEGINNING**;

Containing 1.98 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

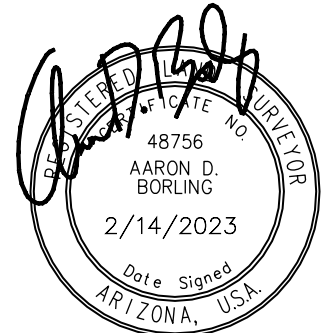
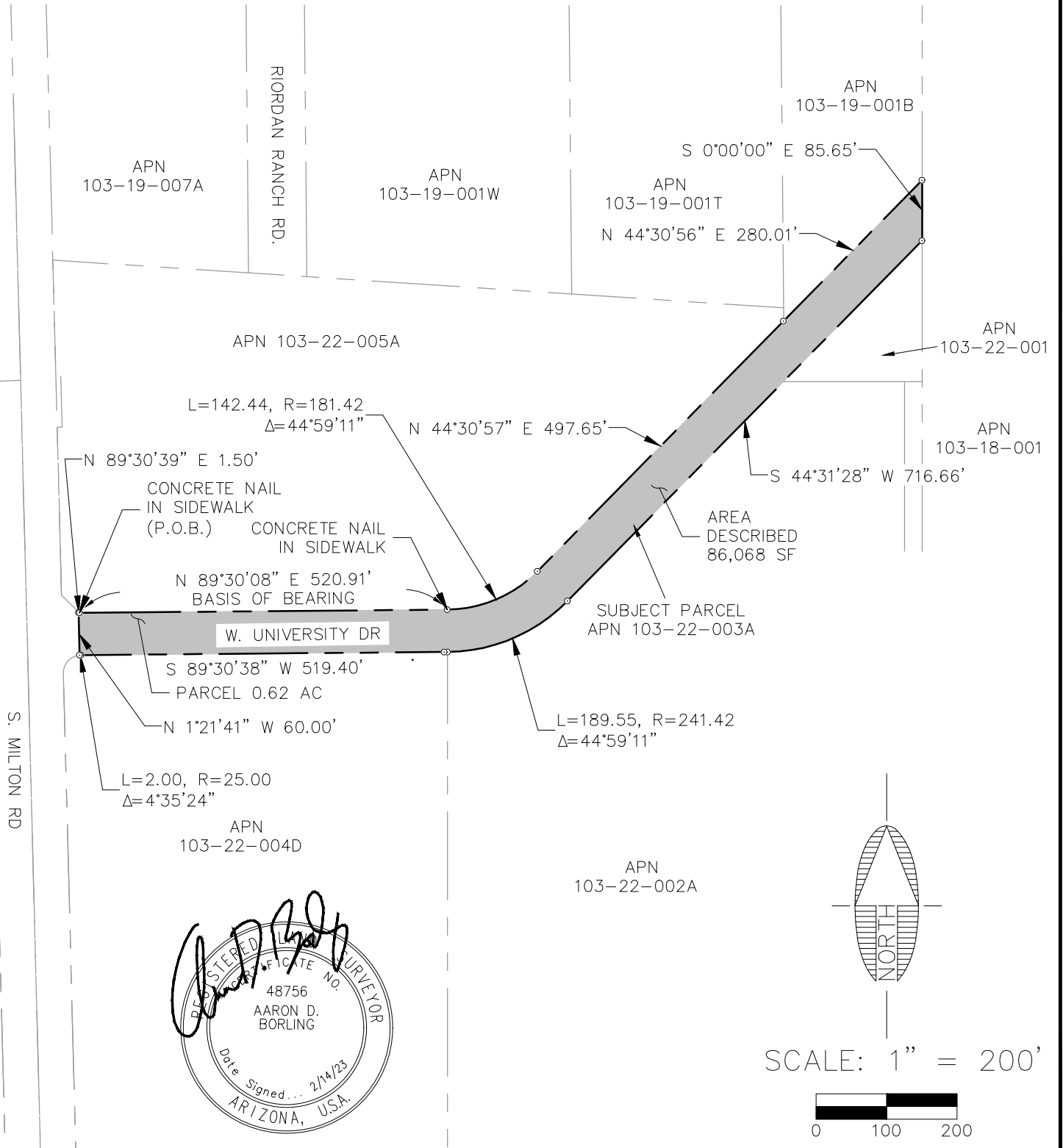



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

FILE: \\vr-fileflag\Projects\2018\18121\Survey\Legal Descriptions\2021-11 Legal Description Exhibits\ROW\BU-79 103-22-003A_NAU ROW EXHIBIT.dwg SWI-C3D-2021 PLOTTED: Feb 14, 2023-4:13pm



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE
CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

 Shephard Wesnitzer, Inc. www.swiaz.com	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax	JOB NO. 18121 DATE FEB 23 SCALE 1"=200' DRAWN JEE DESIGN CHECKED ADB	BEULAH & UNIVERSITY FLAGSTAFF, ARIZONA LEGAL EXHIBIT	SHEET 2 OF 2
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LEGAL DESCRIPTION

Exhibit 'A'

#18121

2/14/2023

A portion of Assessor's Parcel Number 103-18-001 lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southeast corner of that parcel of land as described in Docket 205, Page 66, Official Records of Coconino County, from which a point on the northerly Right-of-Way line of West University Avenue as described in Docket 206, Page 332, and as shown on Book 10 of Maps, Page 10, Official Records of Coconino County bears North 00°00'00" East, 604.87 feet;

Thence North 00°00'00" East, 206.49 feet to a point on the easterly Right-of-Way line of West University Avenue, and the **TRUE POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line, North 00°00'00" East, 24.13 feet;

Thence leaving said Right-of-Way line, North 41°31'35" East, 35.53 feet;

Thence South 88°26'26" East, 36.24 feet;

Thence South 01°33'34" West, 16.00 feet;

Thence North 88°26'26" West, 28.78 feet;

Thence South 41°31'35" West, 46.13 feet to the **TRUE POINT OF BEGINNING**;

Containing 1,173 square feet, or 0.027 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

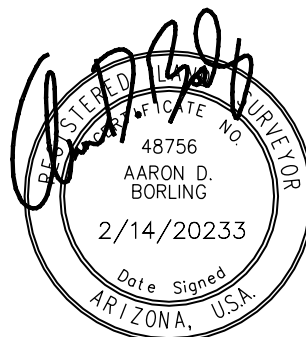
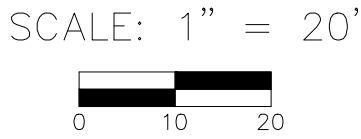
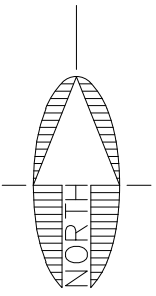
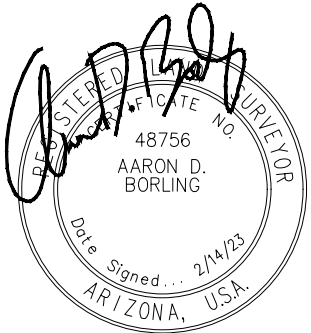
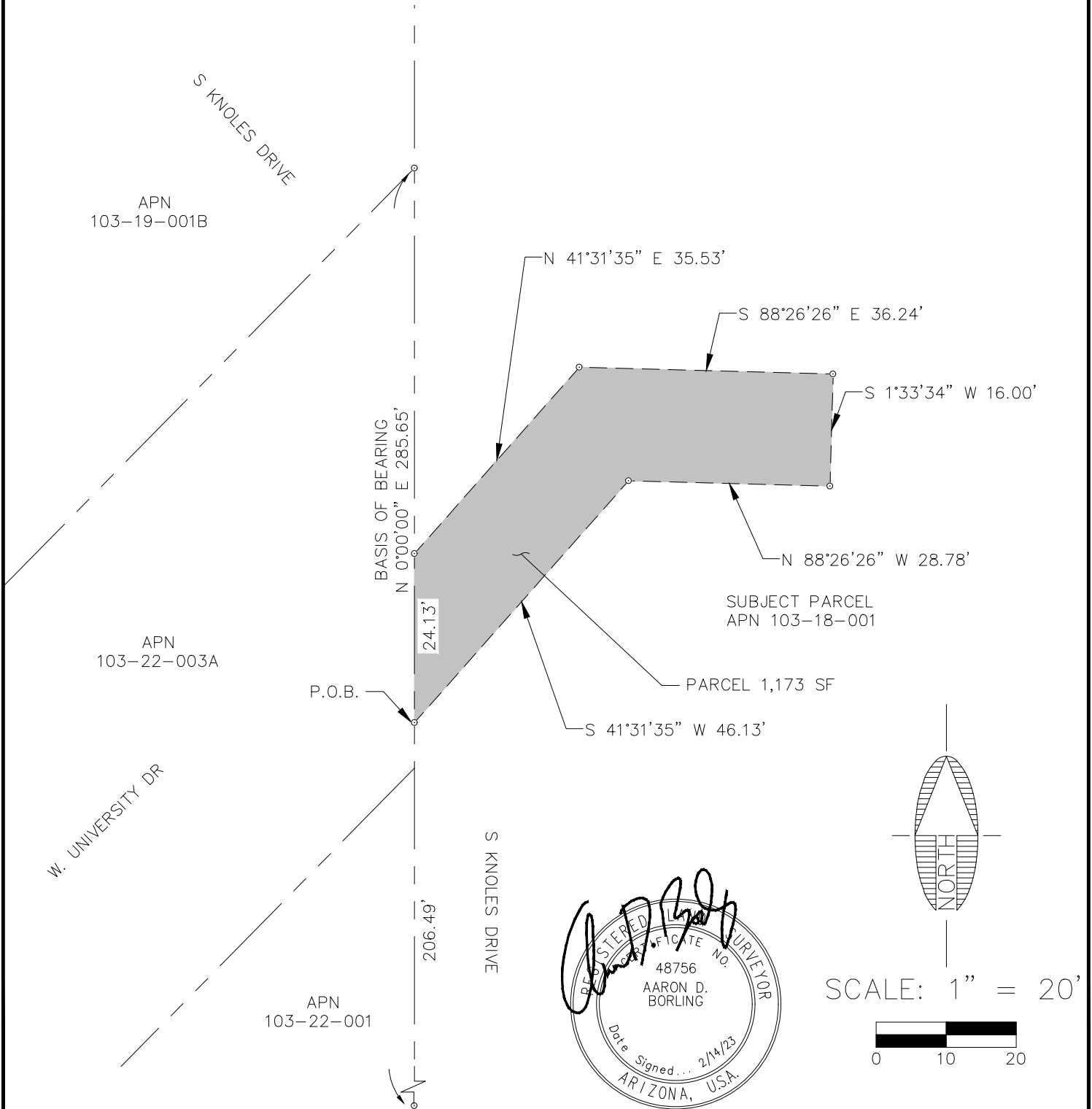



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE
CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

 Shephard & Wesnitzer, Inc. www.swiaz.com	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax	JOB NO. 18121 DATE FEB 23 SCALE 1"=20' DRAWN JEE DESIGN CHECKED ADB	BEULAH & UNIVERSITY LEGAL EXHIBIT	FLAGSTAFF, ARIZONA	SHEET 2 OF 2
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LEGAL DESCRIPTION

Exhibit 'A'

A portion of that parcel of land as described in Docket 250, Page 139, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, said point being in common with the northwesterly Right-of-Way line of West University Drive as shown on Book 10 of Surveys, Page 10, Official records of Coconino County, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence along said Right-of-Way line and the southeasterly line of said parcel, North 44°30'56" East, 121.54 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line and said southeasterly line, North 44°30'56" East, 16.12 feet;

Thence leaving said Right-of-Way line and said southeasterly line, North 46°19'33" West, 56.20 feet;

Thence South 44°31'28" West, 15.29 feet;

Thence South 45°28'32" East, 56.19 feet to the **TRUE POINT OF BEGINNING**;

Containing 882 square feet, or 0.02 acres, more or less.

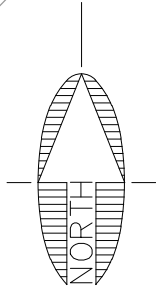
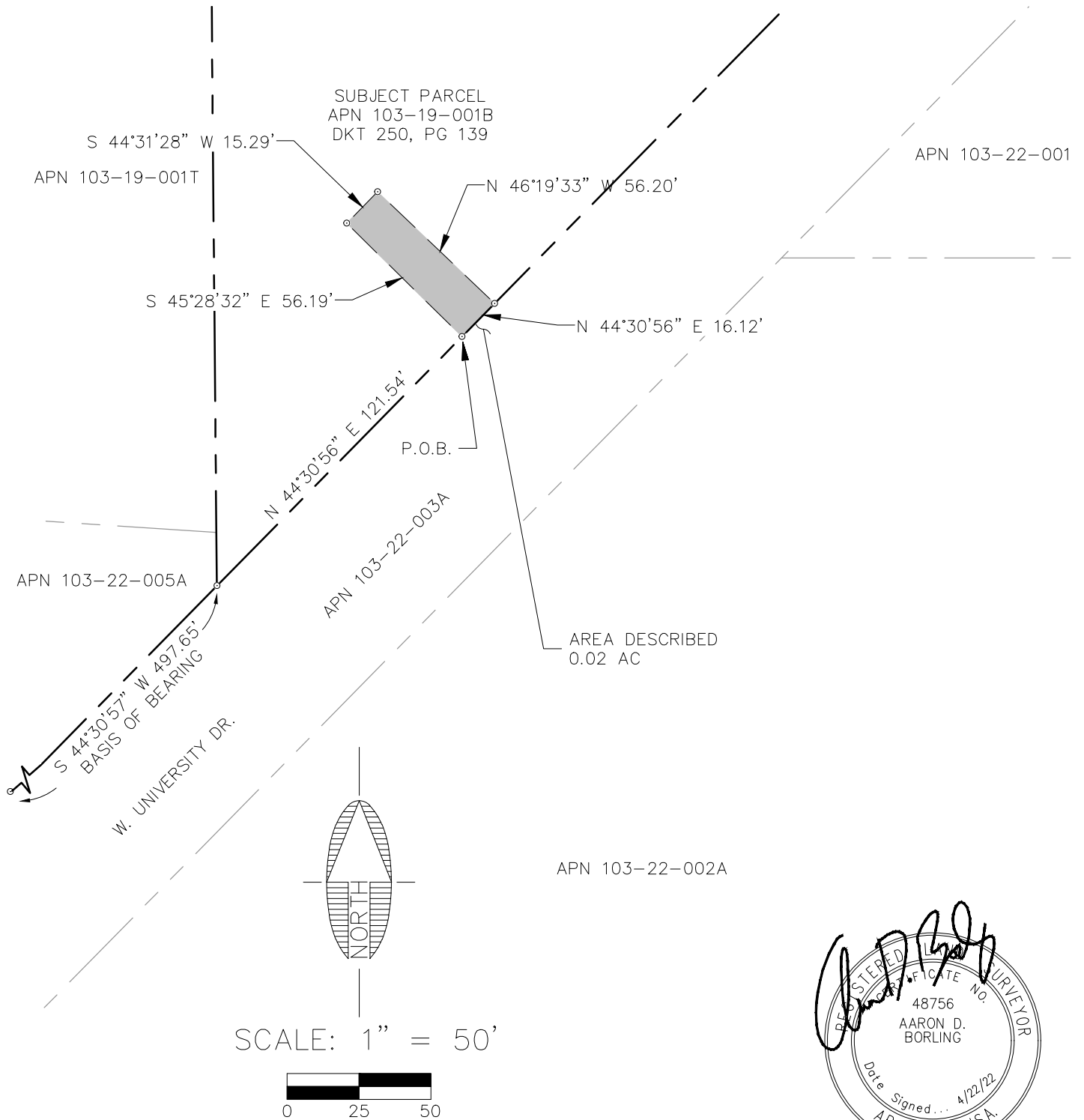
See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

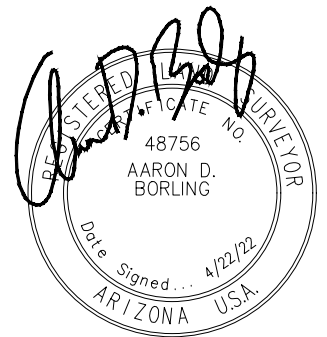
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 50'



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.



RESOLUTION NO. 2023-05

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA BOARD OF REGENTS RELATED TO CONSOLIDATION OF UNIVERSITY CAMPUS AND ROAD PROJECTS

RECITALS:

WHEREAS, on July 5, 2017 the City of Flagstaff (“the City”) and the Arizona Board of Regents (“ABOR”) entered into an Intergovernmental Agreement related to Consolidation of University Campus and Road Projects (“the IGA”); and

WHEREAS, pursuant to A.R.S. § 9-407 City has published notice of its intention to exchange properties of substantially equal value with ABOR; and

WHEREAS, pursuant to the Flagstaff City Charter Article 7 § 5, and A.R.S. § 9-407 on March 7, 2023 the City adopted Ordinance No. 2023-04 authorizing the exchange of real property of substantially equal value; and

WHEREAS, the City desires to enter into a First Amendment to the IGA with ABOR to exchange real property of substantially equal value.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The First Amendment to the Intergovernmental Agreement related to Consolidation of University Campus and Road Projects with the Arizona Board of Regents (“the First Amendment”) attached hereto is hereby approved, and the Mayor is authorized to execute the same.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Clerk, City Engineer, Finance Director, Community Development Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire or dispose of the real property interests as described in the First Amendment and to carry out the purpose and intent of said document.

SECTION 3. Effective Date.

This resolution shall be effective thirty (30) days after adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day March, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachment:

First Amendment to the Intergovernmental Agreement related to Consolidation of University Campus and Road Projects with the Arizona Board of Regents (including exhibits)

When recorded, return to:
City Clerk
211 W. Aspen Avenue
Flagstaff, Arizona 86001

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

Related to Consolidation of University Campus and Road Projects

THIS FIRST AMENDMENT is entered into this ____ day of _____, 2023 by and between CITY OF FLAGSTAFF, a municipal corporation of the state of Arizona (“CITY”) and ARIZONA BOARD OF REGENTS, a body corporate with perpetual succession pursuant to the laws of the State of Arizona, for and on behalf of Northern Arizona University, a public institution of higher education (hereinafter the Arizona Board of Regents shall be referred to as “UNIVERSITY”), and amends that Intergovernmental Agreement entered into by the parties on July 5, 2017 (the “Agreement”).

RECITALS:

WHEREAS, the purpose of the Agreement and this Amendment is to provide for real property transactions between the parties wherein valuable consideration is, has or will be exchanged in order to build a better community; and

WHEREAS, on March 7, 2023 CITY adopted Ordinance No. 2023-04 which authorizes the exchange of properties of substantially equal value with UNIVERSITY;

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree to amend the Agreement as follows:

Paragraph 1 of the Agreement (additions shown as underlined text, deletions shown as stricken):

TERM

This Agreement shall commence on August 15, 2017 and continue for a period of twenty-
(20) ~~ten (10)~~ years, unless sooner terminated as provided herein. This Agreement may be renewed or extended by mutual agreement of the parties.

Paragraph 7 of the Agreement is amended by adding a new subsection d to read as follows:

- d. UNIVERSITY owns property along either side of Lone Tree Road between Pine Knoll Drive and Zuni Drive. CITY desires to expand the width of Lone Tree Road in this stretch in Fiscal Years 2026-2027 & 2027-2028. The parties will meet and negotiate in good faith to determine how CITY needs for expansion of Lone Tree Road can be achieved through purchase or exchange of property of substantially equal value. A map showing this area is attached hereto as Exhibit 1. The parties understand that in

accordance with ABOR policy, UNIVERSITY may be required to seek approval from ABOR for any agreed upon real property transaction.

Paragraph 8 of the Agreement is amended by adding a new subsection d to read as follows:

- d. As contemplated by the IGA, CITY entered into a Development Agreement with German Dobson CVS, LLC, dated September 18, 2017 which was recorded on September 19, 2017 in the official records of the Coconino County Recorder, **Docket No. 3796197**. The developer did not proceed with development. The developer sold the property encumbered by the Development Agreement to the Arizona Board of Regents, and title was transferred by Special Warranty Deed and recorded on December 12, 2018 in the **Docket No. 3831701**. The CITY agrees to cancel the Development Agreement.

Section 10 is deleted in its entirety and replaced with the following:

10. MISCELLANEOUS AND ADDITIONAL PROJECT TRANSACTIONS

10.1 PINE KNOLL DRIVE – STREETLIGHTS AND SIDEWALK

A sidewalk/streetlight project from the Southeast corner of San Francisco Street and Pine Knoll Dr. to the Southwest corner of Pine Knoll Dr and Lone Tree was completed in the summer of 2016 and this Agreement memorializes the parties' responsibilities. See Exhibit M, overview map.

- a. UNIVERSITY is responsible for maintenance of the sidewalk and landscaping in the CITY right of way.
- b. CITY is responsible for maintenance of CITY-owned poles and lamps.
- c. CITY is responsible for paying energy costs for poles and lamps.

10.2 ADOT WORK AJACENT TO MCCONNELL DRIVE – TRANSFER OF SEWER EASEMENT TO CITY

UNIVERSITY granted a Sewer Easement to CITY within Coconino County Assessor Parcel No. 103-24-005R, in exchange for payment of fair market value of \$3,187.50. The Sewer Easement is recorded on July 26, 2022 in the records of the Coconino County Recorder, instrument **Docket No. 3955891**. This easement was necessitated by an Arizona Department of Transportation (“ADOT”) project along Milton Avenue/State Route 89A. ADOT is reimbursing CITY the cost of the Sewer Easement. This section is to memorialize this transaction.

10.3 STUDENT ATHLETE HIGH PERFORMANCE CENTER – TRANSFER OF WATER AND SEWER EASEMENT TO UNIVERSITY

CITY granted a Water and Sewer Easement to UNIVERSITY within Coconino County Assessor Parcel No. 103-18-003A. The easement area is approximately 3,071 square feet.

The existing utility mains are owned and maintained by UNIVERSITY in this area. The Water and Sewer Easement is recorded on December 9, 2020 in the records of the Coconino County Recorder, **Docket No. 3897980**. This section is to memorialize this transaction.

10.4 ABANDONED PUBLIC RIGHT-OF-WAY ON HOSKINS AVENUE AT FOUNTAINE STREET – TRANSFER OF TITLE TO UNIVERSITY

Pursuant to Ordinance No. 2022-31 CITY abandoned approximately 5,237 square feet of public right-of-way at the northwest corner of Fontaine Street and Hoskins Avenue (“Hoskins Avenue Parcel”). CITY retained a 20’ wide strip of Hoskins Avenue for public utilities and a future FUTS trail. The Hoskins Avenue Parcel is located adjacent to UNIVERSITY owned parcels, Coconino County Assessor Parcel No. 104-02-064 (a residential lot), and Parcel No. 103-05-003.

- a. CITY will grant fee simple title to the Hoskins Avenue Parcel to UNIVERSITY. The form of Special Warranty Deed along with a legal description and map of the property to be conveyed are attached hereto as Exhibit 2.

10.5 UNIVERSITY DRIVE–TRANSFER OF TITLE TO CITY, IMPROVEMENTS

UNIVERSITY owns University Drive east of Milton Road/Highway 89A, Coconino County Assessor Parcel No. 103-22-003A. University Drive serves as a public access to adjacent commercial properties and as an entrance way into the NAU Campus.

CITY desires to make road improvements to University Drive to meet City standards, and to construct a bicycle and pedestrian underpass under Milton Road/Highway 89A, as part of the Beulah Extension/University Realignment Project. It is anticipated the improvements will benefit both the public and NAU students crossing Milton Road.

CITY is willing to assume ownership of University Drive from the NAU Campus to Milton Road, which consists of 86,068 square feet of area (“the University Drive Parcel”).

- a. UNIVERSITY shall grant fee simple title to CITY for the University Drive Parcel on or before April 10, 2023 by Special Warranty Deed. A form of Specialty Warranty Deed along with the legal description and map of the property to be transferred are attached hereto as Exhibit 3.
- b. UNIVERSITY shall grant a drainage easement to CITY for an area on Coconino County Assessor Parcel No. 103-18-001, approximately 1,173 square feet in area (“University Drive Drainage”). The form of drainage easement with attached legal description and map are attached hereto as Exhibit 4.
- c. UNIVERSITY shall grant a drainage easement to CITY for an area on Coconino County Assessor Parcel No. 103-19-001B, approximately 882 square feet in area (“the

Drainage Inlet”). The form of drainage easement with attached legal description and map are attached hereto as Exhibit 5.

- d. CITY at its expense will be responsible for design and construction of the Beulah Extension/University Realignment Project; provided, however, UNIVERSITY may elect to participate in the costs. CITY will assume responsibility for ongoing maintenance of University Drive Parcel as public right-of-way, except for snow plowing.
- e. UNIVERSITY at its expense shall be responsible for snow plowing the University Drive Parcel until such time as the CITY agrees in writing to assume snow plowing operations or UNIVERSITY no longer has funding to perform snowplowing service on the NAU Campus in Flagstaff. The CITY and UNIVERSITY shall enter into a separate operational agreement for snow plowing. CITY shall indemnify and hold UNIVERSITY harmless from any claims related to performance under this provision except claims directly associated with acts or omissions of UNIVERSITY employees. This clause shall survive termination or expiration of the IGA.

A new Paragraph 20 is added to the Agreement, to read as follows:

20. COMPLETED TRANSACTIONS.

The parties have completed the following transfers of property interests pursuant to the Agreement, paragraphs 3, 4, 7, all recorded on November 14, 2017 in the official records of the Coconino County Recorder:

- a. Easement for Public Utilities granted by Arizona Board of Regents on behalf of Northern Arizona University for a portion of Humphreys Street, a portion of Dupont Avenue, a 16’ alley in block 158 of the Normal School Addition subdivision and a portion of Ellery Avenue, dated 11/8/17. **Docket No. 3801245.**
- b. Special Warranty Deed granted by Arizona Board of Regents on behalf of Northern Arizona University for a parcel of land adjacent to Lone Tree Road (adjoining to a 75 feet westerly of Lone Tree Road), dated 10/12/17. **Docket No. 3801249.**
- c. Coconino County Combination/Split Request Form APN 103-18-004A, for right-of-way to include as part of Lone Tree Road. **Docket No. 3801248.**
- d. Ordinance No. 2017-20 authorizing abandonment and conveyance of public right-of-way in a portion of Humphreys Street, alley under Drury Inn, alley under High Country Conference Center, a portion of Verde Street to Arizona Board of Regents in exchange for property of substantially equal value, dated 6/20/17. **Docket No. 3801242.**

- e. Special Warranty Deed granted by City of Flagstaff to Arizona Board of Regents on behalf of Northern Arizona University for a portion of Humphreys Street as shown in Instrument No. 3494098 of the Coconino County Recorder, dated 8/28/17, a portion of North-South 16' alley of Block 139 and a portion of East-West 16' alley of Block 140. **Docket No. 3801243.**
- f. Easement for Public Utilities granted by Arizona Board of Regents on behalf of Northern Arizona University for a portion of University Drive, dated 11/8/17. **Docket No. 3801247.**
- g. Special Warranty Deed granted by City of Flagstaff to Arizona Board of Regents on behalf of Northern Arizona University for a portion of the right-of-way for Verde Street, dated 8/28/17. **Docket No. 3801246.**
- h. Easement for Ingress and Egress (Humphreys St) granted by Arizona Board of Regents on behalf of Northern Arizona University for real property located along Humphreys Street south of Butler Avenue, dated 11/8/17. **Docket No. 3801244.**

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the date and date first above written.

NORTHERN ARIZONA UNIVERSITY

 José Luis Cruz Rivera, President

Approved as to form:

 General Counsel

CITY OF FLAGSTAFF

 Becky Daggett, Mayor

Approved as to form:

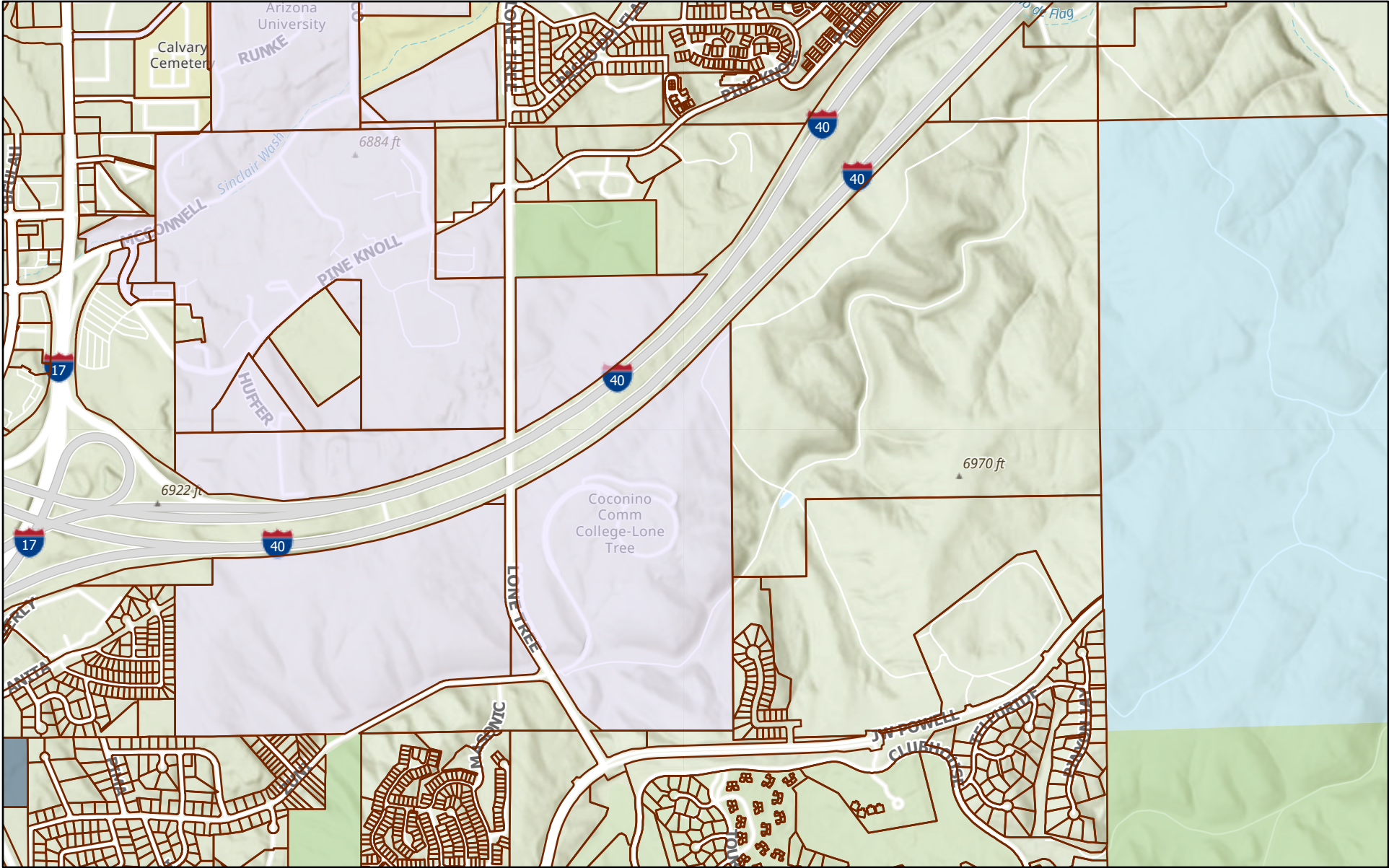
 City Attorney

Attachments:

Exhibit 1 Lone Tree Road map, showing areas where land is needed (Pine Knoll to Zuni)

- Exhibit 2 Special Warranty Deed, with legal description and map (Hoskins Avenue Parcel)
- Exhibit 3 Special Warranty Deed, with legal description and map (University Drive Parcel)
- Exhibit 4 Drainage Easement, with legal description and map (University Drive Drainage)
- Exhibit 5 Drainage Easement, with legal description and map (Drainage Inlet)

Exhibit 1 Lone Tree Road Map



9/29/2022, 8:09:43 AM

- County Boundary
- Municipal Boundaries
- Coconino County Parcels
- National Forest
- Arizona Board of Regents

County Land Ownership

- Arizona Game and Fish

Lone Tree
Widening Corridor
Where Land is Needed For
Illustration Purposes

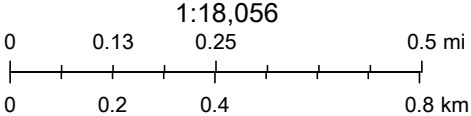


EXHIBIT 'A'
LEGAL DESCRIPTION

A portion of the Hoskins Avenue public Right-of-Way according to the Revised Plat of the Washington Addition, Book 2 of Maps, Page 2, Official Records of Coconino County, located in the northwest quarter of Section 22, Township 21 North, Range 7 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South Fountain Street, from which a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South O'Leary Street bears North 89°35'02" East, 268.59 feet (Basis of Bearing, North 89°11'20 East, 268.70 feet per Instrument Number 3859846);

Thence South 59°00'46" West, 29.15 feet to the **TRUE POINT OF BEGINNING**;

Thence South 89°51'09" West, 107.00 feet to a point on the west line of said Section 22;

Thence along said west line, North 0°03'18" West, 48.40 feet to the southwest corner of Lot 27, Block A of said Washington Addition;

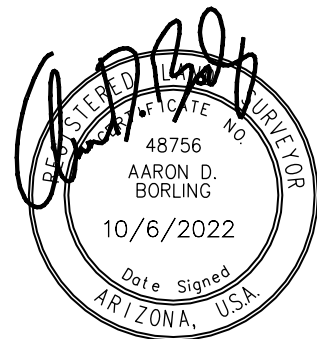
Thence leaving said west line, and along the south line of said Lot 27, South 89°16'24" East, 107.01 feet to the southeast corner of said Lot 27;

Thence leaving said south line, South 0°03'18" East, 49.48 feet to the **TRUE POINT OF BEGINNING**.

Containing 5,237 square feet, or 0.12 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

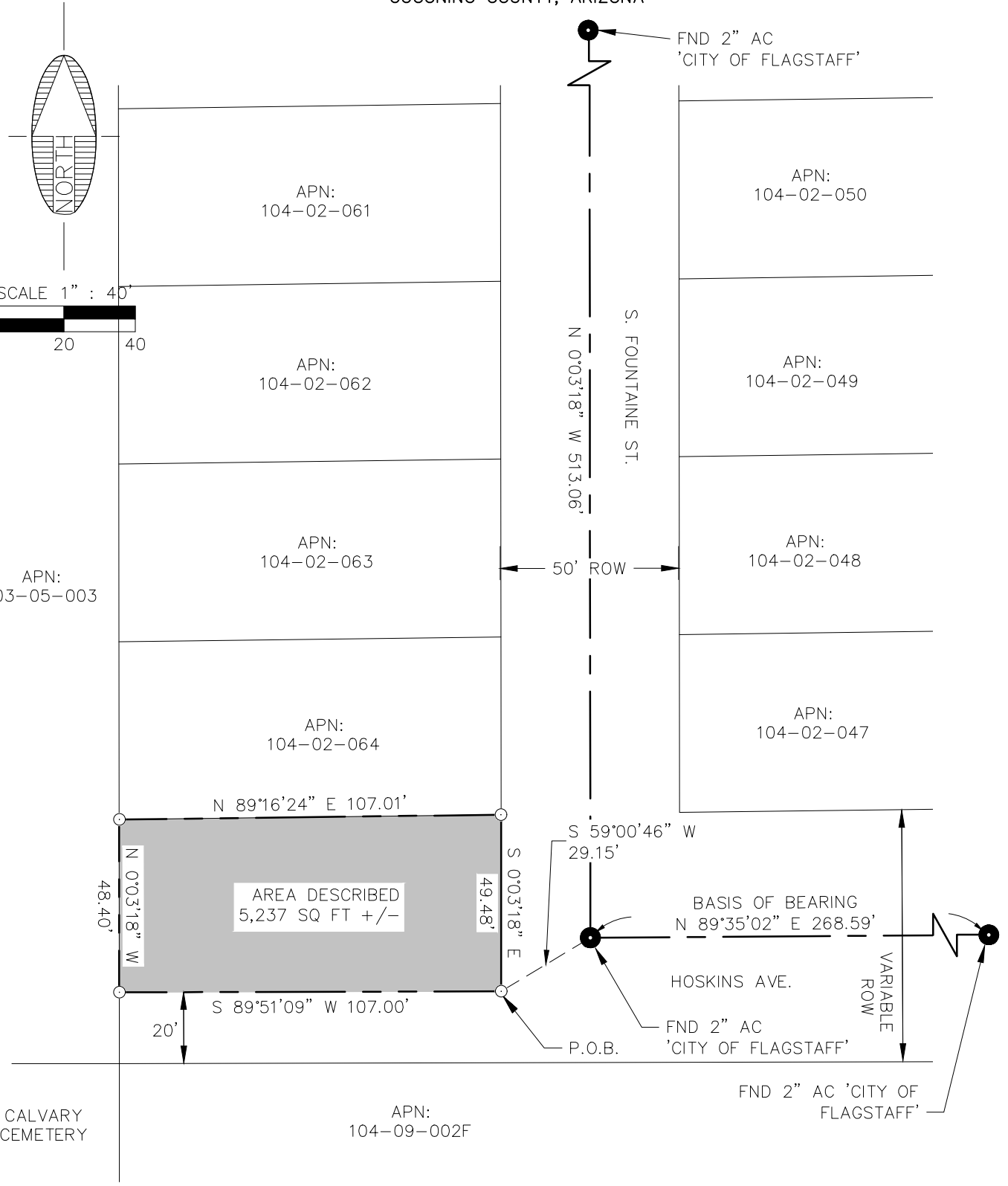



PLOTTED: Oct 06, 2022-3:32pm

FILE: \\192.168.1.15\PROJECTS\2018\18121\SURVEY\LEGAL DESCRIPTIONS\CHECK SET 2022-10-06\HOSKINS-FOUNTAINE_ROW.DWG ABORLING

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF BLOCK 'A', ACCORDING TO THE REVISED PLAT WASHINGTON ADDITION,
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
 TOWNSHIP 21 NORTH, RANGE 7 EAST,
 OF THE GILA AND SALT RIVER MERIDIAN,
 COCONINO COUNTY, ARIZONA



 Shephard Wesnitzer, Inc.	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 18121 DATE OCT 22 SCALE 1" = 40' DRAWN JEE DESIGN CHECKED ADB	HOSKINS AVE. FLAGSTAFF ARIZONA	SHEET 2 OF 2
	LEGAL EXHIBIT			

LEGAL DESCRIPTION

Exhibit 'A'

#18121

2/14/2023

A portion of West University Drive as described in Docket 206, Page 332, and as shown on Book 10 of Maps, Page 10, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found concrete nail and tag in sidewalk on the northerly Right-of-Way line of West University Drive, and the **TRUE POINT OF BEGINNING**;

Thence along said Right-of-Way line, North 89°30'08" East, 520.91 feet (Basis of Bearing) to a found concrete nail and tag in sidewalk, and the beginning of a tangent curve concave to the northwest, having a radius of 181.42 feet and a central angle of 44°59'11";

Thence continuing along said Right-of-Way line, and northeasterly along said curve, 142.44 feet;

Thence continuing along said Right-of-Way line, North 44°30'57" East, 497.65 feet to the southwest corner of Assessor's Parcel Number 103-19-001B;

Thence continuing along said Right-of-Way line, and along the southerly line of said parcel, North 44°30'56" East, 280.01 feet to the southeast corner of said parcel;

Thence South 00°00'00" East, 85.65 feet to a point on the southerly Right-of-Way line of West University Drive;

Thence along said Right-of-Way line, South 44°31'28" West, 716.66 feet to the beginning of a tangent curve concave to the northwest, having a radius of 241.42 feet and a central angle of 44°59'11";

Thence continuing along said Right-of-Way line, and westerly along said curve, 189.55 feet;

Thence continuing along said Right-of-Way line, South 89°30'38" West, 519.40 feet to the beginning of a tangent curve concave to the south, having a radius of 25.00 feet and a central angle of 4°35'24";

Thence continuing along said Right-of-Way line, and westerly along said curve, 2.00 feet;

Thence leaving said Right-of-Way line, North 1°21'41" West, 60.00 feet to a point on the northerly Right-of-Way line of West University Drive;

Thence along said Right-of-Way line, North 89°30'39" East, 1.50 feet to the **TRUE POINT OF BEGINNING**;

Containing 1.98 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

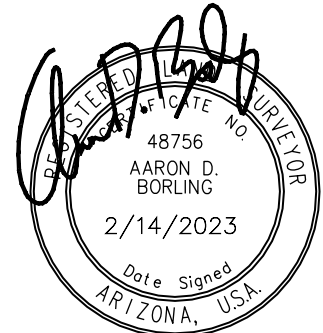
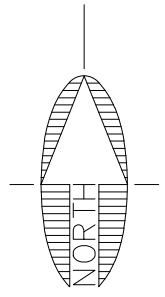
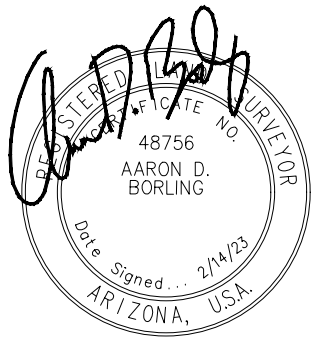
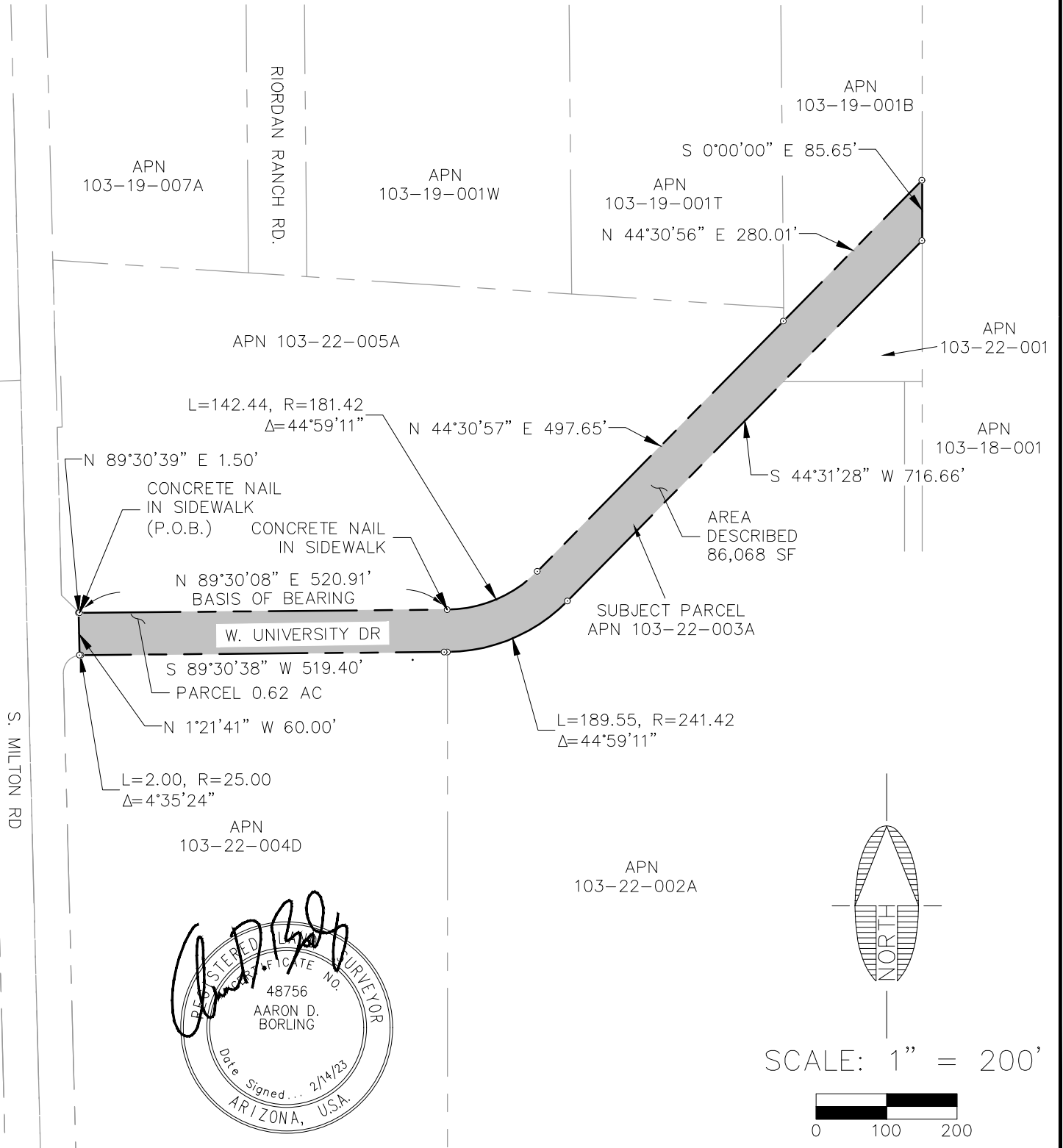


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA


FILE: \\vr-fileflag\Projects\2018\18121\Survey\Legal Descriptions\2021-11 Legal Description Exhibits\ROW\BU-79 103-22-003A_NAU ROW EXHIBIT.dwg SWI-C3D-2021 PLOTTED: Feb 14, 2023-4:13pm



SCALE: 1" = 200'



NOTE: THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

 Shephard Wesnitzer, Inc. www.swiaz.com	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax	JOB NO. 18121	BEULAH & UNIVERSITY	FLAGSTAFF, ARIZONA	SHEET
		DATE FEB 23	LEGAL EXHIBIT		2
SCALE 1"=200'					
DRAWN JEE					
DESIGN					
CHECKED ADB				OF 2	

When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Coconino County APN: 103-22-003A; 103-18-001

DRAINAGE EASEMENT

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY, (“Grantor”), hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation (“Grantee”), its successors and assigns, a non-exclusive drainage easement over, under, upon, and across the real property legally described and depicted in the attached Exhibit (the “easement”) subject to the following terms and conditions:

1. Grantee shall have the right to use the easement for drainage and flood control purposes, including without limitation, construction, operation, maintenance, modification, replacement and repair of natural and man-made channels, washes, watercourses, levees, dikes, dams, retention and detention basins, storage basins, storm drains, monitoring devices, and any facilities and appurtenances which facilitate drainage (“the drainage system”).
2. Grantee shall have a limited, temporary right of ingress and egress across adjacent real property owned or controlled by the Grantor when reasonably required to gain access to the easement.
3. Grantee shall have the right to use the easement for drainage from other real properties that are part of an overall drainage area.
4. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with drainage purposes, as determined in Grantee’s reasonable discretion.
5. Upon completion of any work by Grantee, its employees, contractors or licensees in the easement, Grantee shall restore the real property surrounding the drainage system to its prior condition.
6. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee's ability to use the easement.
7. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.
8. The easement granted herein is perpetual and shall run with the land and be binding upon the Grantor and its heirs, assigns, and successors in interest.

IN WITNESS WHEREOF, Grantor has caused this drainage easement to be executed this ___ day of _____, 202__.

Grantor: _____

By: _____

Title: _____
Its authorized representative

State of _____)

County of _____)

ss.

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

(Seal)

Attachment: Exhibit

LEGAL DESCRIPTION

Exhibit 'A'

#18121

2/14/2023

A portion of Assessor's Parcel Number 103-18-001 lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southeast corner of that parcel of land as described in Docket 205, Page 66, Official Records of Coconino County, from which a point on the northerly Right-of-Way line of West University Avenue as described in Docket 206, Page 332, and as shown on Book 10 of Maps, Page 10, Official Records of Coconino County bears North 00°00'00" East, 604.87 feet;

Thence North 00°00'00" East, 206.49 feet to a point on the easterly Right-of-Way line of West University Avenue, and the **TRUE POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line, North 00°00'00" East, 24.13 feet;

Thence leaving said Right-of-Way line, North 41°31'35" East, 35.53 feet;

Thence South 88°26'26" East, 36.24 feet;

Thence South 01°33'34" West, 16.00 feet;

Thence North 88°26'26" West, 28.78 feet;

Thence South 41°31'35" West, 46.13 feet to the **TRUE POINT OF BEGINNING**;

Containing 1,173 square feet, or 0.027 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

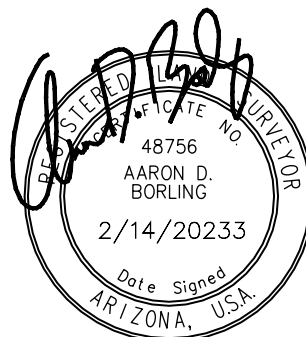
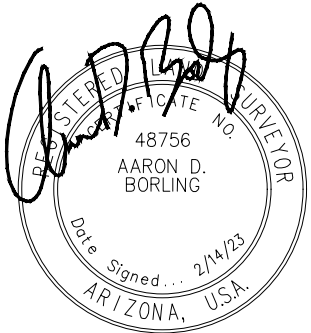
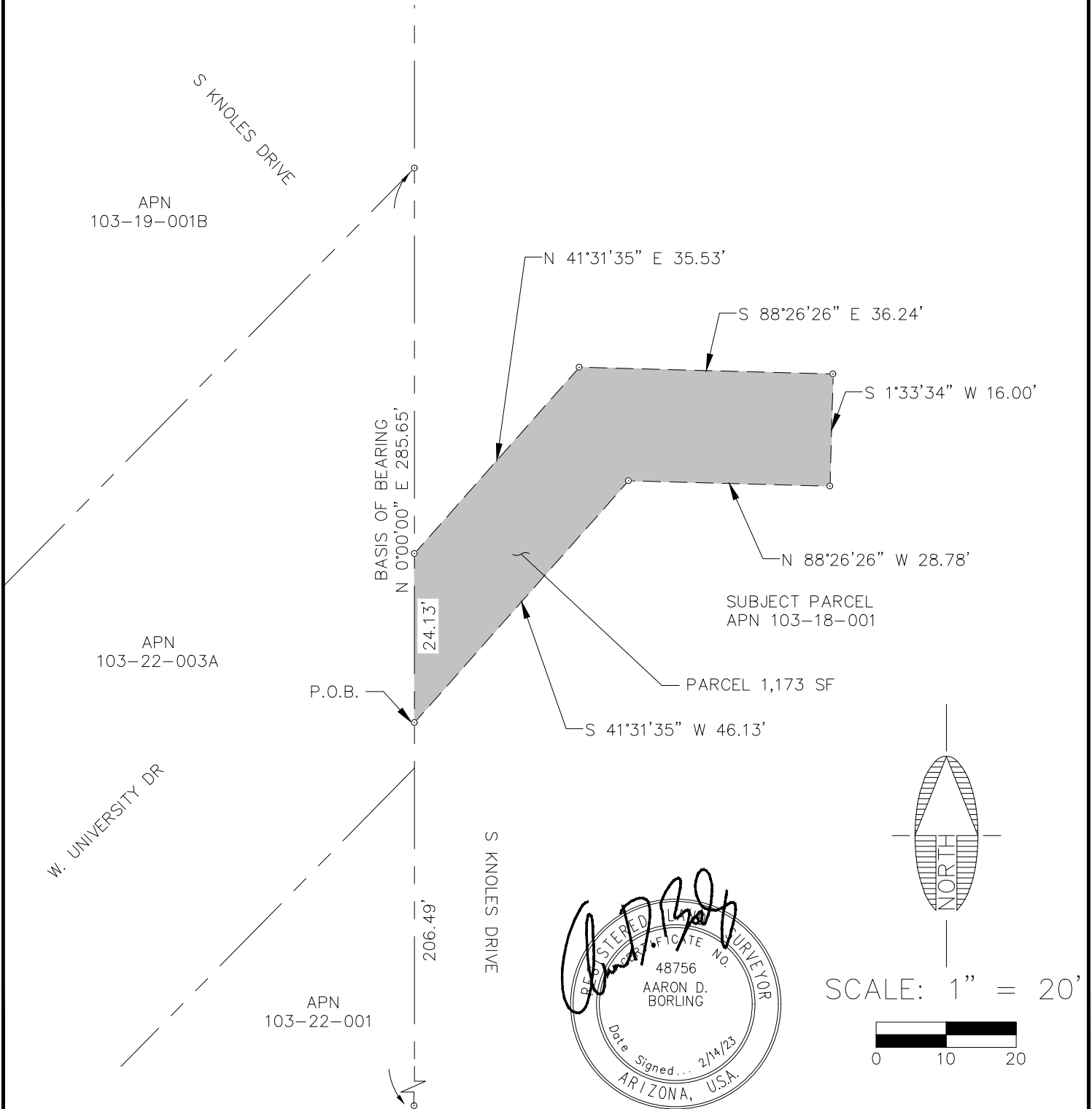


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE
CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

 Shephard & Wesnitzer, Inc. www.swiaz.com	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax	JOB NO. 18121 DATE FEB 23 SCALE 1"=20' DRAWN JEE DESIGN CHECKED ADB	BEULAH & UNIVERSITY LEGAL EXHIBIT	FLAGSTAFF, ARIZONA	SHEET 2 OF 2
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When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Coconino County APN: 103-19-001B

DRAINAGE EASEMENT

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY, (“Grantor”), hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation (“Grantee”), its successors and assigns, a non-exclusive drainage easement over, under, upon, and across the real property legally described and depicted in the attached Exhibits (the “easement”) subject to the following terms and conditions:

1. Grantee shall have the right to use the easement for drainage and flood control purposes, including without limitation, construction, operation, maintenance, modification, replacement and repair of natural and man-made channels, washes, watercourses, levees, dikes, dams, retention and detention basins, storage basins, storm drains, monitoring devices, and any facilities and appurtenances which facilitate drainage (“the drainage system”).
2. Grantee shall have a limited, temporary right of ingress and egress across adjacent real property owned or controlled by the Grantor when reasonably required to gain access to the easement.
3. Grantee shall have the right to use the easement for drainage from other real properties that are part of an overall drainage area.
4. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with drainage purposes, as determined in Grantee’s reasonable discretion.
5. Upon completion of any work by Grantee, its employees, contractors or licensees in the easement, Grantee shall restore the real property surrounding the drainage system to its prior condition.
6. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee's ability to use the easement.
7. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.
8. The easement granted herein is perpetual and shall run with the land and be binding upon the Grantor and its heirs, assigns, and successors in interest.

IN WITNESS WHEREOF, Grantor has caused this drainage easement to be executed this ___ day of _____, 202__.

Grantor: _____

By: _____

Title: _____
Its authorized representative

State of _____)

County of _____)

ss.

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

(Seal)

Attachment: Exhibit

LEGAL DESCRIPTION

Exhibit 'A'

A portion of that parcel of land as described in Docket 250, Page 139, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, said point being in common with the northwesterly Right-of-Way line of West University Drive as shown on Book 10 of Surveys, Page 10, Official records of Coconino County, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence along said Right-of-Way line and the southeasterly line of said parcel, North 44°30'56" East, 121.54 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line and said southeasterly line, North 44°30'56" East, 16.12 feet;

Thence leaving said Right-of-Way line and said southeasterly line, North 46°19'33" West, 56.20 feet;

Thence South 44°31'28" West, 15.29 feet;

Thence South 45°28'32" East, 56.19 feet to the **TRUE POINT OF BEGINNING**;

Containing 882 square feet, or 0.02 acres, more or less.

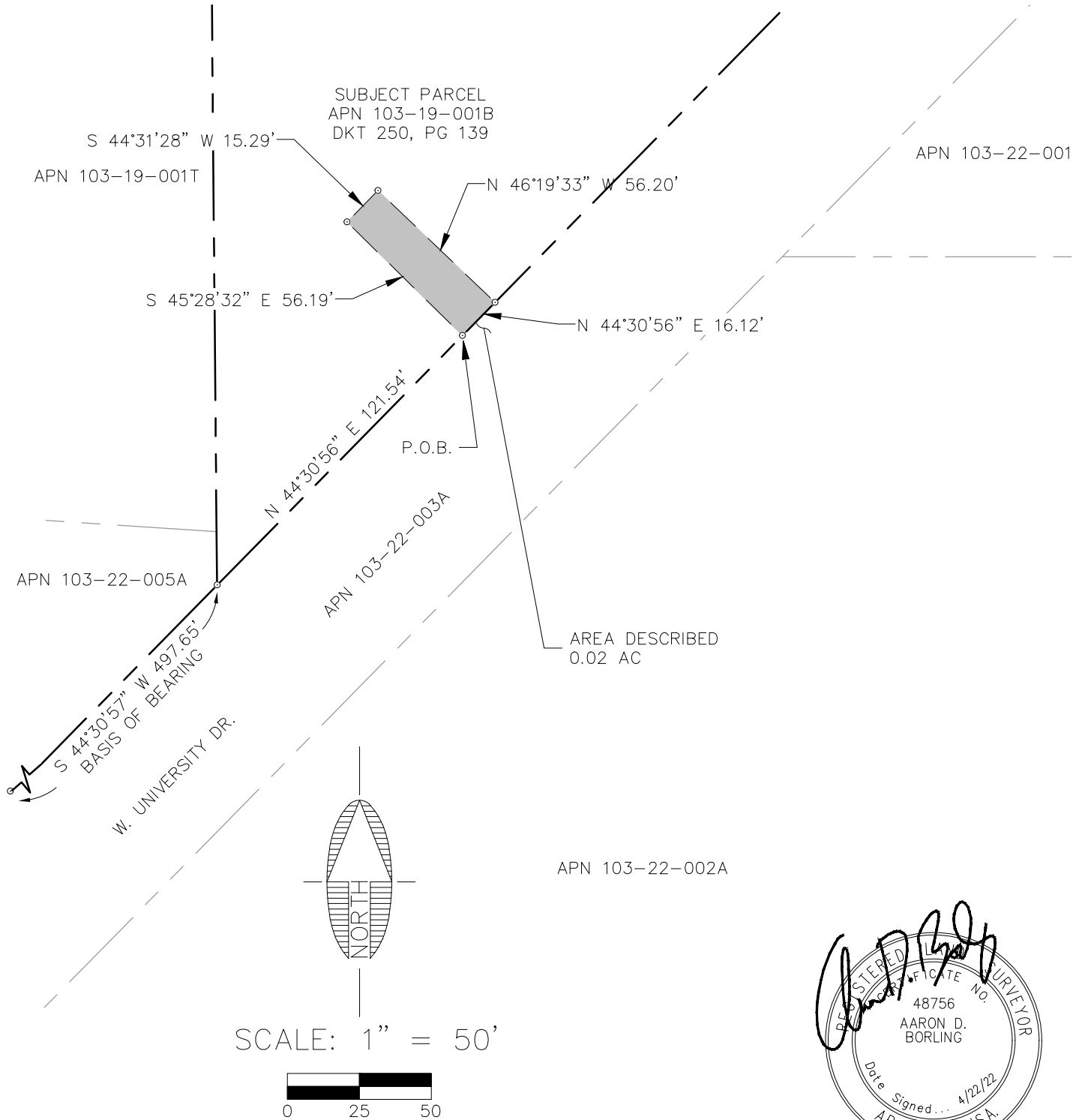
See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.

 Shephard & Wesnitzer, Inc. www.swiaz.com	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax	JOB NO. 18121 DATE APR 22 SCALE 1"=50' DRAWN RPR DESIGN CHECKED ADB	BEULAH & UNIVERSITY LEGAL EXHIBIT	FLAGSTAFF, ARIZONA	SHEET 2 OF 2
				REGISTERED PROFESSIONAL SURVEYOR 48756 AARON D. BORLING Date Signed... 4/22/22 ARIZONA U.S.A.	

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Neil Gullickson, Planning Development Manager
Co-Submitter: Mark Landsiedel
Date: 08/07/2017
Meeting Date: 08/15/2017



TITLE:

Consideration and Adoption of Resolution No. 2017-27: A resolution of the City Council of the City of Flagstaff, Arizona, authorizing the execution of the development agreement between German Dobson CVS, L.L.C. and the City of Flagstaff related to the development of approximately 300 linear feet of right-of-way, the third northbound traffic lane (Road Project), located adjacent to Milton Road and the proposed CVS retail store (CVS DA).

RECOMMENDED ACTION:

- 1) Read Resolution No. 2017-27, by title only
- 2) City Clerk reads Resolution No. 2017-27 by title only (if approved above)
- 3) Adopt Resolution No. 2017-27

Executive Summary:

State law allows the City to enter into development agreements by resolution. City desires the Developer to design and construct a northbound traffic lane along State Highway 89/Milton Road adjacent to Northern Arizona University ("NAU"), south of Butler Avenue, in order to help alleviate traffic congestion and promote public safety.

The Arizona Department of Transportation ("ADOT") owns and controls State Highway 89/Milton Road. ADOT currently has no designated funding to pay for widening Milton Road. The Developer is the owner of approximately 1.67 acres of real property located at the intersection of Milton Road and West Route 66. Developer intends to develop a CVS Pharmacy and is obtaining a construction permit from ADOT to widen Milton Road by adding a north-bound lane along its entire Property frontage, resulting in three northbound lanes.

NAU/the Arizona Board of Regents is willing to dedicate an easement for public right-of-way along Milton Road north of Developer's Property to ADOT, at no cost, to add a northbound traffic lane. The developer is willing to construct a northbound traffic lane within the NAU Right-of-Way, if the City is willing to pay for the design, permitting and construction, and ADOT is willing to include this extension as part of the ADOT construction permit. If this part of Milton Road is not widened, Milton Road will narrow from three northbound lanes, to two northbound lanes for approximately 300 feet, and then back to three northbound lanes approaching Butler Avenue. This would likely result in traffic congestion and safety issues.

The map detailing this project can be found as Exhibit B included in the Development Agreement attached to this staff summary.

Financial Impact:

The terms and conditions of this Agreement shall only be applicable to Developer's design and construction of the Road Project and the City's agreement to pay for the cost of design, permitting and construction of the Road Project. The terms and conditions of this Agreement are not applicable to the development of the CVS Pharmacy on the Property or any other public improvements related thereto.

As the work is proposed to be completed by German Dobson CVS LLC through the approval of this development agreement, the City procurement process is guided by A.R.S. § 34-201.G This statute allows that Arizona cities have the authority to pay up to \$151,950 (in FY2017-18) for any single development for the construction of public infrastructure pursuant to a development agreement. Should the value of the design and construction of the City's portion of this road project exceed \$151,950 the City will require German Dobson CVS LLC to utilize the current City public procurement process.

The City's FY 17/18 approved budget allocates \$400,000 of Transportation Tax Funding to the Northbound Milton/Butler Right Turn Lane Project. The entire amount is budgeted in account # 040-05-112-3398-6-4443.

Policy Impact:

None

Connection to Council Goal, Regional Plan and/or TeamFlagstaff Strategic Plan:**COUNCIL GOALS:****TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE**

Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

REGIONAL PLAN:

Goal T.1. Improve mobility and access throughout the region

Goal T.2. Improve transportation safety and efficiency for all modes

Has There Been Previous Council Decision on This:

Yes. On July 5, 2017, the City Council approved an Intergovernmental Agreement with Northern Arizona University. Paragraph 8 of this IGA details the City's responsibilities for paying for the Road Project and signage on NAU's property. Paragraph 8 also details NAU's responsibility to grant an easement (at no cost) to ADOT for the public roadway.

Attachments: [CVS Resolution](#)
 [CVS DA](#)



Gail Beaulieu
Legal Assistant
One CVS Drive, Mail Code 1160
Woonsocket, RI 02895
P 401-770-7031
Gail.Beaulieu@CVSHealth.com

August 1, 2017

Sent Via UPS Overnight Mail

Kevin R. Fincel
Deputy City Attorney
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

Re: CVS Store No. 5895 Flagstaff, AZ

Dear Mr. Fincel:

Enclosed with regard to the above location are three (3) originals of the Development agreement signed and notarized on behalf of CVS.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Gail Beaulieu", written in a cursive style.

Gail L. Beaulieu
Legal Assistant

Enclosures



City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

DEV-2018-040-AG1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of this 18 day of September, 2017, between the City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (the "City"), and German Dobson CVS, L.L.C., an Arizona limited liability company ("Developer"). City and Developer may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. City desires Developer to design and construct a northbound traffic lane along State Highway 89/Milton Road adjacent to Northern Arizona University ("NAU"), south of Butler Avenue, in order to help alleviate traffic congestion and promote public safety.
- B. The Arizona Department of Transportation ("ADOT") owns and controls State Highway 89/Milton Road. ADOT currently has no designated funding to pay for widening Milton Road.
- C. Developer is the owner of approximately 1.67 acres of real property located at the intersection of Milton Road and West Route 66, parcel number 103-02-011B (the "Property").
- D. Developer intends to develop a CVS Pharmacy on the Property, as described in the approved site plan containing City Staff conditions dated April 20, 2016, as may be modified with City approval.
- E. Developer is obtaining a construction permit from ADOT to widen Milton Road by adding a north-bound lane along its entire Property frontage, resulting in 3 north bound lanes.
- F. NAU/the Arizona Board of Regents is willing to dedicate an easement for public right-of-way along Milton Road north of Developer's Property to ADOT, at no cost, to add a northbound traffic lane. The area NAU is willing to dedicate is generally described in **Exhibit A** ("NAU Right-of-Way"). If this part of Milton Road is not widened, Milton Road will narrow from 3 northbound lanes, to 2 northbound lanes for approximately 300 feet, and then back to 3 northbound lanes approaching Butler Avenue. This would likely result in traffic congestion and safety issues. A map depicting Milton Road, and showing

the location of the Property, NAU Right-of-Way, and the beginning of the Butler Avenue deceleration lane is attached hereto as **Exhibit B**.

- G. Developer is willing to construct a northbound traffic lane within the NAU Right-of-Way, City is willing to pay for the design, permitting and construction, and ADOT is willing to include this extension as part of the ADOT construction permit.
- H. The City has authority to enter into this Agreement pursuant to Arizona Revised Statutes (“A.R.S.”) § 9-500.05 (pertaining to development agreements). The City has authority pursuant to A.R.S. § 34-201.G to contribute up to \$151,950 in FY2017-2018 (or such greater amount applicable in any subsequent fiscal year) for any single development for the financing of public infrastructure pursuant to a development agreement, as an exemption from Title 34 (public works) public bidding requirements.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

AGREEMENT

- 1. **Definitions.** The following terms, whenever capitalized in this Agreement, shall have the meanings set forth below, except where the context clearly indicates otherwise:
 - 1.1. “**CVS Project**” shall mean the development of a CVS Pharmacy on the Property, as described in the approved site plan containing City Staff conditions dated April 20, 2016, as may be modified with City approval.
 - 1.2. “**Construction Permits**” shall mean any permit issued by ADOT.
 - 1.3. “**Developer**” shall mean and refer to German Dobson CVS, L.L.C., an Arizona limited liability company, and any successor and/or assignee of German Dobson CVS, L.L.C.
 - 1.4. “**Road Project**” shall mean improvements to State Highway 89/Milton Road within the NAU Right-of-Way as approved in the ADOT construction permit.
- 2. **Scope of Agreement.**
 - 2.1. The terms and conditions of this Agreement shall only be applicable to Developer’s design and construction of the Road Project and the City’s agreement to pay for the cost of design, permitting and construction of the Road Project. The terms and conditions of this Agreement are not applicable to the development of the CVS Pharmacy on the Property or any other public improvements related thereto.
- 3. **Construction of Road Project.**

- 3.1. **Temporary Construction Easement Issuance.** City is working with NAU to acquire a temporary construction easement (“TCE”) from NAU for the Road Project. NAU will provide the TCE to the City. If the Arizona Board of Regents/NAU fails to issue a Temporary Construction Easement for construction of the Road Project in the NAU Right-of-Way on or before June 30, 2018, either party may terminate this Agreement upon written notice to the other party, without any further liability.
- 3.2. **Scope of Work and Engineer’s Estimate.** The Scope of Work, Engineer’s Estimate, and “Reimbursable Costs” (defined hereinafter) for the design and construction of the Road Project are provided in **Exhibit C** to this Agreement. Developer will design and construct the Road Project consistent with the attached Scope of Work. The Road Project improvements are subject to final approval and acceptance by ADOT, which shall be the responsibility of Developer to obtain.
- 3.3. **Bidding Requirements.** Developer will require separate line items for the Road Project in bidding the Road Project as part of the overall improvements along its Property as covered by the ADOT construction permit. Developer shall be permitted to use its existing contractor for the Road Project provided that the price to be paid for such Road Project is based upon a balanced bid (i.e., Road Project bid should not be inflated in price as compared to the remainder of the overall improvements for the Property). All bids for design and construction of the Road Project shall be approved by the City Engineer.
- 3.4. **City Reimbursement.** City will reimburse Developer for the design, construction, and assurance costs, including ADOT permit fees, for the Road Project (“Road Project Costs”). A list of approved reimbursable costs is included in **Exhibit C** (“Reimbursable Costs”). The Parties acknowledge that the final Road Project Costs may exceed the amount stated in the approved bid, and in such case, the City is responsible for, and agrees to pay, any and all actual Reimbursable Costs exceeding the approved bid, provided such additional Reimbursable Costs are related to work included in the Scope of Work as approved by the City. The City’s contribution for the construction portion of the Road Project will not exceed \$151,950 (or such greater amount applicable in any subsequent fiscal year, pursuant to A.R.S. § 34-201.G) unless the work is publicly bid pursuant to the Title 34 public bidding requirements or priced in accordance with a valid state cooperative purchase agreement.
- 3.5. **Timing of City Reimbursement.** Upon final approval and acceptance of the Road Project improvements by ADOT, Developer will invoice the City for the final Road Project Costs, which shall only include Reimbursable Costs. City will make payment within thirty (30) days of receipt of the invoice.
- 3.6. **Alternate Form of City Reimbursement.** In lieu of the City reimbursing Developer for the Road Project Costs after completion, at Developer’s election, Developer shall be entitled to offset any permit and/or impact fees owed by

Developer to the City for fees associated with the CVS Project and permitting the Road Project. The amount credited will not exceed the total amount of the approved bid, which must be provided to the City before any fees are credited. If Developer receives credits for applicable development and permitting fees pursuant to this section of the Agreement, upon final approval and acceptance of the Road Project improvements by ADOT, Developer will invoice the City for the amount of the final Road Project Costs minus any credits received. City will make payment within thirty (30) days of receipt of the invoice.

- 3.7. **Timing of Construction.** Developer will construct the Road Project at the same time it constructs the required infrastructure improvements along the CVS Project's frontage. Developer will construct the Road Project as part of the ADOT right-of-way construction permit that it obtains for construction of the CVS Project's required infrastructure improvements.

If Developer elects to be reimbursed for the Road Project Costs through the offset of permit and/or impact fees pursuant to Section 3.6 of this Agreement, a final certificate of occupancy for the CVS Project will not be issued until the Road Project improvements are approved and accepted by ADOT, provided, however, a temporary certificate of occupancy may be issued prior to such time.

- 3.8. **Construction Standards.** Developer agrees to construct the Road Project in accordance with all applicable State and Federal rules, regulations, and design standards as required by the ADOT permit. The parties agree that the temporary construction easement will provide that, subject to the rights granted to the Developer (and/or City) therein, Developer agrees to restore any damage to NAU property to its condition, as it existed immediately prior to construction.

4. **General Provisions.**

- 4.1. **Agreement Recordation.** In accordance with A.R.S. § 9-500.05(D), this Agreement shall be recorded in its entirety in the official records of the Coconino County Recorder, State of Arizona, no later than ten (10) days from the date of its execution by the City.
- 4.2. **Amendment.** This Agreement may be amended at any time by written amendment executed by both Parties; all amendments shall be recorded in the official records of Coconino County, Arizona, within ten (10) days following the execution thereof.
- 4.3. **Authorization.** The Parties to this Agreement represent and warrant that the persons executing this Agreement on their behalves have full authority to bind the respective Parties.
- 4.4. **Cancellation.** This Agreement is subject to the cancelation provisions of A.R.S. § 38-511.

- 4.5. **Captions.** The captions used herein are for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms and provisions hereof.
- 4.6. **Compliance with All Laws.** Owner will comply with all applicable Federal, State, County and City laws, regulations and policies.
- 4.7. **Construction of Agreement.** This Agreement has been arrived at by negotiation and shall not be construed against either Party.
- 4.8. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute but one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.
- 4.9. **Default & Remedies.** Failure of a party to perform a material obligation of this Agreement shall constitute a breach by that party of this Agreement and, if the breach is not cured within thirty (30) days after written notice thereof from the other party (the "Cure Period"), shall constitute a default under this Agreement provided. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all the rights and remedies that may be available under law or equity, including the right to institute an action for damages.
- 4.9.1. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.
- 4.9.2. **No Default.** Any delay relative to the Effective Date of this Agreement by judicial challenge, referendum, or injunction filed by parties acting independently of and not under the control of the City will not be deemed a default by the City.
- 4.9.3. **Litigation and Attorneys' Fees.** Except as otherwise agreed by the Parties, any litigation brought by either party against the other to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.
- 4.10. **Descriptive Headings.** The descriptive headings throughout this Agreement are for convenience and reference only, and the words contained therein will in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

- 4.11. **Effective Date of the Agreement.** This Agreement will not become effective, and no party will have any obligation under this Agreement unless each of the following occurs: (1) this Agreement is executed by all parties; and (2) this Agreement is recorded as required by A.R.S. § 9-500.05(D). The date on which all of the foregoing items have been completed is the "Effective Date" of this Agreement. If a challenge is properly made to the Agreement, this Agreement will become effective after resolution of such challenge in favor of the City.
- 4.12. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes any prior written or oral understandings or agreements between the Parties.
- 4.13. **Further Acts.** Each of the Parties hereto shall execute and deliver such documents and perform such acts as are reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement. The City Manager or his designee is authorized to perform such acts on behalf of the City.
- 4.14. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arizona and shall be deemed made and entered into in Coconino County.
- 4.15. **Incorporation of Recitals and Exhibits.** The Recitals set forth above, and the Exhibits referenced within the Agreement and attached below, are incorporated into this Agreement.
- 4.16. **Negotiation of Partnership.** The Parties specifically acknowledge that the CVS Project will be developed as private property, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties, nor shall it cause them to be considered a joint venture or members of any joint enterprise.
- 4.17. **No Boycott of Israel.** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the Parties certify that they are not currently engaged in and agree, for the duration of the agreement, not to engage in a boycott of Israel.
- 4.18. **Notices.** Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:

City of Flagstaff

Attn: City Manager
211 West Aspen Avenue
Flagstaff, AZ 86001

Copy To: City of Flagstaff
Attn: City Attorney
211 West Aspen Avenue
Flagstaff, AZ 86001

To Developer: German Dobson CVS, L.L.C.
c/o Armstrong Development Properties, Inc.
8283 N. Hayden Road, Suite 145
Scottsdale, AZ 85258
Attn: Beverly Metevai, Entitlements Manager

And German Dobson CVS, L.L.C.
c/o Armstrong Development Properties, Inc.
8283 N. Hayden Road, Suite 145
Scottsdale, AZ 85258
Attn: Kevin Parker, Vice President

And German Dobson CVS, L.L.C.
c/o CVS Health
One CVS Drive
Woonsocket, RI 02895
Attn: Property Administration Store 5985

Notice of address may be changed by either party by giving notice to the other party in writing of change of address.


- 4.19. **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect, to the extent that the intent of the Parties to develop the Road Project is still viable.
- 4.20. **Successors and Assigns.** All of the provisions hereof will inure to the benefit of and be binding upon the successors and assigns of the parties hereto pursuant to A.R.S. § 9-500.05(D). Developer's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the official records of Coconino County, Arizona, expressly assigning such rights and obligations. All rights and obligations of the Developer under this Agreement will constitute covenants that run with the land and will be binding on all of the Developer's respective successors and assigns.

- 4.21. **Term.** The term of this Agreement shall commence on the effective date of this Agreement as defined in Section 4.11 and shall automatically terminate upon final approval and acceptance of the Road Project improvements by ADOT, unless previously terminated pursuant to the terms of this Agreement.

(Remainder of page intentionally left blank—signature page follows)

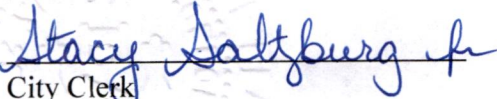
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunder duly affixed and attested by its City Clerk, and Developer has signed the same on or as of the day and year first above written.

CITY OF FLAGSTAFF

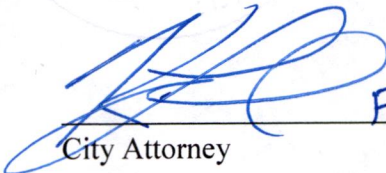

Coral Evans, Mayor


Date

Attest:


City Clerk

Approved as to form:


City Attorney

GERMAN DOBSON CVS, L.L.C.

By: 
Authorized Representative


Date

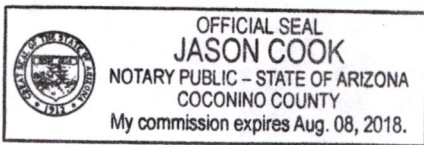
Cheryl A. Green
Assistant Secretary

STATE OF ARIZONA)

COUNTY OF COCONINO)

ACKNOWLEDGMENT

On this 18th day of September, 2017, before me, a Notary Public, personally appeared Coral Evans, Mayor of the City Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.



[Signature]
Notary Public

My Commission Expires: 8/8/2018

STATE OF RHODE ISLAND)

COUNTY OF PROVIDENCE)

ACKNOWLEDGMENT

On this 1st day of August, 2017, before me, a Notary Public, personally appeared Cheryl A Green, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of German Dobson CVS, L.L.C., an Arizona limited liability company, for the purposes therein contained.

[Signature]
Notary Public

My Commission Expires: 6/27/21

Gail L. Beaulieu
Notary Public 28998
State of Rhode Island
My Comm. Expires 06/27/2021

List of Exhibits

Exhibit A: NAU Right of Way Legal Description and Form of Easement

Exhibit B: Map showing CVS Property, NAU Right-of-Way, and the Butler Avenue Deceleration Lane

Exhibit C: Scope of Work, Engineer's Estimate, and Reimbursable Costs

EXHIBIT "A"
DESCRIPTION FOR NEW RIGHT OF WAY

A PORTION OF THAT PARCEL OF LAND LOCATED WITHIN SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, AS DELINEATED ON PLANS ON FILE IN THE OFFICE OF THE STATE ENGINEER, INFRASTRUCTURE DELIVERY AND OPERATIONS, ARIZONA DEPARTMENT OF TRANSPORTATION, PHOENIX, ARIZONA, ENTITLED RESULTS OF SURVEY OF SOUTH MILTON ROAD, FLAGSTAFF, PROJECT 089A CN 402 H8399, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RR RAIL MARKED WITH "X", MARKING THE NORTH QUARTER CORNER OF SAID SECTION 21, FROM WHICH A BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER, BEARS SOUTH 00 DEGREES 38 MINUTES 55 SECONDS EAST, 2695.61 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 55 SECONDS EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE, 767.31 FEET TO THE EXISTING RIGHT-OF-WAY CENTERLINE OF STATE ROUTE 89A AT STATION P.O.T. 7459+44.84;

THENCE CONTINUING SOUTH 00 DEGREES 38 MINUTES 55 SECONDS EAST, 63.53 FEET TO THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 89A, MARKING THE POINT OF BEGINNING;

THENCE SOUTH 43 DEGREES 18 MINUTES 38 SECONDS EAST, ALONG SAID EXISTING RIGHT-OF-WAY LINE, 0.78 FEET;

THENCE NORTH 46 DEGREES 41 MINUTES 22 SECONDS EAST, ALONG SAID EXISTING RIGHT-OF-WAY LINE, 85.42 FEET;

THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, SOUTH 43 DEGREES 21 MINUTES 03 SECONDS EAST, 12.50 FEET;

THENCE SOUTH 46 DEGREES 41 MINUTES 22 SECONDS WEST, 278.26 FEET;

THENCE NORTH 42 DEGREES 56 MINUTES 21 SECONDS WEST, 20.00 FEET TO THE SAID SOUTHERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROUTE 89A;

THENCE NORTH 46 DEGREES 41 MINUTES 22 SECONDS EAST, ALONG SAID
EXISTING RIGHT-OF-WAY LINE, 192.70 FEET;

THENCE SOUTH 43 DEGREES 18 MINUTES 38 SECONDS EAST, ALONG SAID
EXISTING RIGHT-OF-WAY LINE, 6.72 FEET TO THE POINT OF BEGINNING.

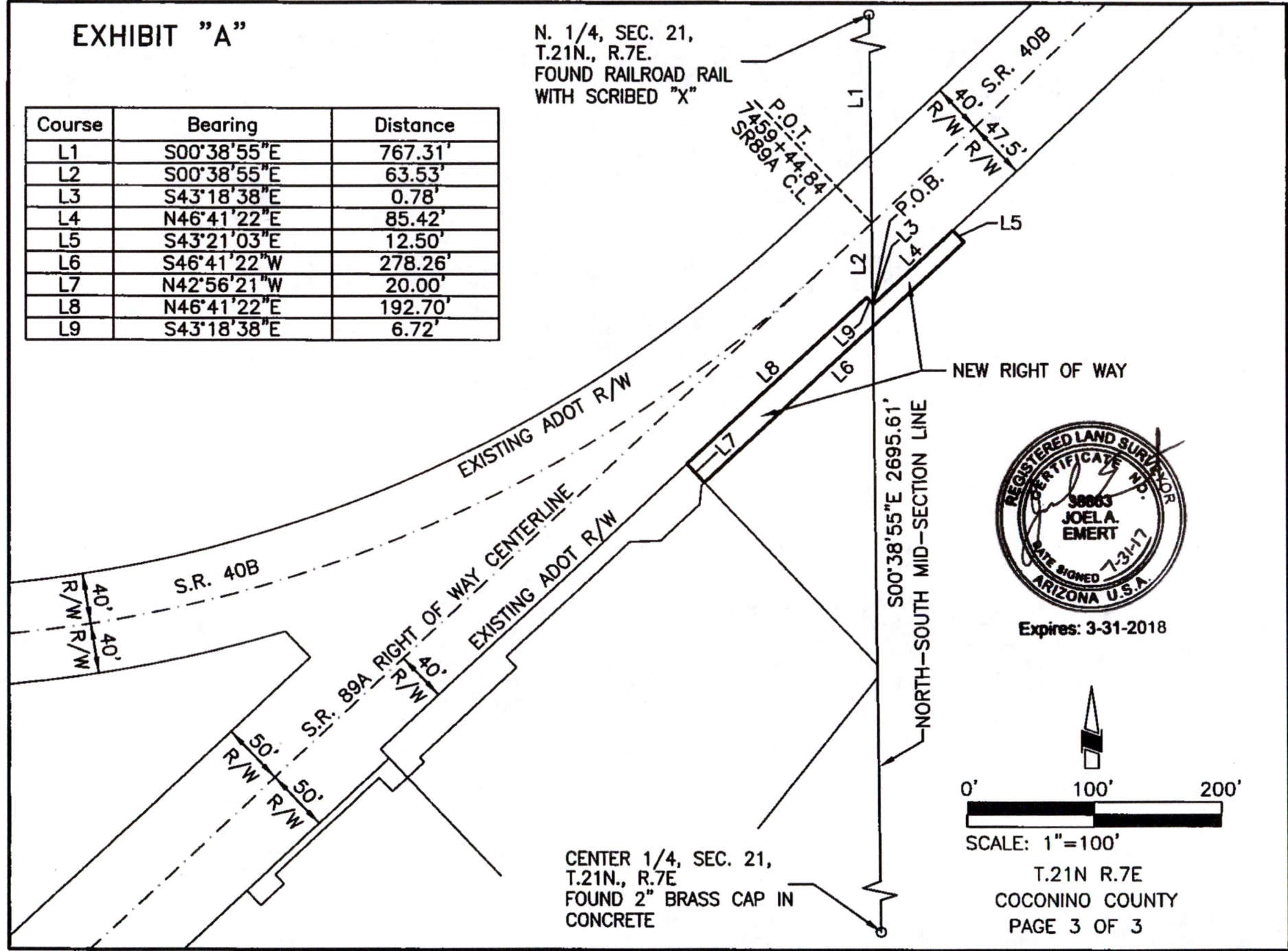


Expires: 3-31-2018

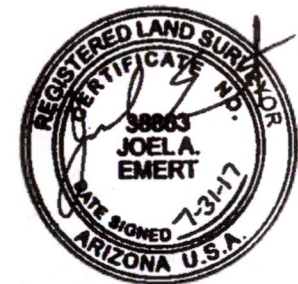
EXHIBIT "A"

N. 1/4, SEC. 21,
T.21N., R.7E.
FOUND RAILROAD RAIL
WITH SCRIBED "X"

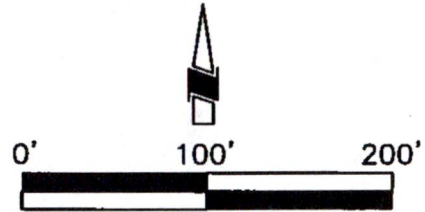
Course	Bearing	Distance
L1	S00°38'55"E	767.31'
L2	S00°38'55"E	63.53'
L3	S43°18'38"E	0.78'
L4	N46°41'22"E	85.42'
L5	S43°21'03"E	12.50'
L6	S46°41'22"W	278.26'
L7	N42°56'21"W	20.00'
L8	N46°41'22"E	192.70'
L9	S43°18'38"E	6.72'



CENTER 1/4, SEC. 21,
T.21N., R.7E
FOUND 2" BRASS CAP IN
CONCRETE



Expires: 3-31-2018



SCALE: 1"=100'

T.21N R.7E
COCONINO COUNTY
PAGE 3 OF 3

FOR LOCATION PURPOSES ONLY



EXHIBIT 'B'

Scope of Work, Engineer's Estimate and Reimbursable Costs

Scope of Work

The scope of work shall be defined by all improvements associated with the additional right turn lane requirements across NAU's frontage, and further defined by the approved plans for CVS and the Engineer's Estimate for this portion of work as provided below.

Engineer's estimate

See attached.

Reimbursable Costs

The City shall reimburse CVS for the expenses identified in the Scope of Work and Engineer's Estimate, and any additional construction related expenses authorized by the City Engineer.



February 15, 2017

Beverly Metevia
Entitlements Manager
Armstrong Development Properties, Inc.
8283 N. Hayden Road, Suite 145
Scottsdale, AZ 85258

SUBJECT: CVS/PHARMACY #5985 (700 S. MILTON RD., FLAGSTAFF, AZ)
CITY OF FLAGSTAFF PROJECT NO.: DEV14-066 | DRB10-020 | PZ-16-00128
RICK ENGINEERING COMPANY PROJECT NO. 4575-0
TASK ORDER MODIFICATION FOR CONSTRUCTION OF A DECELERATION LANE

Dear Ms. Metevia:

Pursuant to your email request on January 30, 2017, and correspondence received on February 10, 2017, the City of Flagstaff has requested a more formal estimate showing the \$47,880 in engineering costs for the deceleration lane at Highway 66 and Milton Road. This task order modification is required to account for the additional work components required to extend the right turn deceleration lane and incorporate into the CVS/pharmacy project design. Attached hereto is our fee proposal with a man-hour breakdown as pertaining to each task.

Table with 2 columns: Task Description and Amount. Tasks include Topographic Survey, Landscape/Hardscape Plan, Signing and Striping Plan, Traffic Control Plan, Street Light Relocation Plan, Horizontal Control Plan, Demolition Plan, Paving Plan with Bus Shelter, Storm Drain Plans, Drainage Report Update, Onsite Plan Revisions, Earthwork, Meetings & Coordination, and Post Design Services. Total: \$47,880.00

Sincerely,
RICK ENGINEERING COMPANY

Joseph M. Cirone, PE, PMP, CFM, CPESC, QSD/QSP, LEED GA
P.E. License 40968
Project Manager
Enclosures



FEE PROPOSAL

Line Item	Labor Category	PROJECT MANAGER	PROJECT ENGINEER	ENGINEERING DESIGNER	ENTITLEMENTS MANAGER	LANDSCAPE ARCHITECT	LANDSCAPE DESIGNER	SURVEY MANAGER	2-PERSON SURVEY PARTY	Total Hours	Total Costs
	Loaded Rate	\$ 185.00	\$ 140.00	\$ 100.00	\$ 100.00	\$ 130.00	\$ 120.00	\$ 140.00	\$ 160.00		
1	Additional Topographic Survey (RICK)										
	Subtotal Hours	2		8				4	8	22	
	Line Item 1 Subtotal	\$ 370.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 560.00	\$ 1,280.00		\$ 3,010.00
2	Landscape, Irrigation, & Hardscape Plan (YDG/PSLA)										
	Subtotal Hours	2				8	30			40	
	Line Item 2 Subtotal	\$ 370.00	\$ -	\$ -	\$ -	\$ 1,040.00	\$ 3,600.00	\$ -	\$ -		\$ 5,010.00
3	Signing and Striping Plan (RICK)										
	Subtotal Hours	2	4	24						30	
	Line Item 3 Subtotal	\$ 370.00	\$ 560.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 3,330.00
4	Traffic Control Plan (RICK)										
	Subtotal Hours	2	4	12						18	
	Line Item 4 Subtotal	\$ 370.00	\$ 560.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,130.00
5	Street Light Relocation Plan (RICK)										
	Subtotal Hours	2	4	8						14	
	Line Item 5 Subtotal	\$ 370.00	\$ 560.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,730.00
6	Horizontal Control Plan (RICK)										
	Subtotal Hours		5	8						13	
	Line Item 6 Subtotal	\$ -	\$ 700.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,500.00
7	Demolition Plan (RICK)										
	Subtotal Hours		4	20						24	
	Line Item 7 Subtotal	\$ -	\$ 560.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,560.00
8	Paving Plan w/ Bus Shelter										
	Subtotal Hours	4	16	40	8					68	
	Line Item 8 Subtotal	\$ 740.00	\$ 2,240.00	\$ 4,000.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -		\$ 7,780.00
9	Storm Drain Plans										
	Subtotal Hours		4	16						20	
	Line Item 9 Subtotal	\$ -	\$ 560.00	\$ 1,600.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,160.00
10	Drainage Report Update										
	Subtotal Hours		5	8						13	
	Line Item 10 Subtotal	\$ -	\$ 700.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,500.00
11	Onsite Plan Revisions										
	Subtotal Hours	2	5	24						31	
	Line Item 11 Subtotal	\$ 370.00	\$ 700.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 3,470.00
12	Earthwork										
	Subtotal Hours			8						8	
	Line Item 12 Subtotal	\$ -	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 800.00
13	Meetings & Coordination										
	Subtotal Hours	8	8		24					40	
	Line Item 13 Subtotal	\$ 1,480.00	\$ 1,120.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -		\$ 5,000.00
14	Post Design Services										
	Subtotal Hours	4	8		42			4	8	66	
	Line Item 14 Subtotal	\$ 740.00	\$ 1,120.00	\$ -	\$ 4,200.00	\$ -	\$ -	\$ 560.00	\$ 1,280.00		\$ 7,900.00
	Total Hours	28	67	176	74	8	30	8	16	407	
	Total Fee	\$ 5,180.00	\$ 9,380.00	\$ 17,600.00	\$ 7,400.00	\$ 1,040.00	\$ 3,600.00	\$ 1,120.00	\$ 2,560.00		\$ 47,880.00



PROJECT TITLE: CVS Flagstaff Store No. 05985

REC JOB NO.: 4575-0

COMPILED BY: Joe Cirone

DATE: 6/20/2017

PROBABLE OPINION OF COST

for

**CVS pharmacy® Flagstaff, Store No. 05985 (Hwy 66 & Milton Rd)
Milton Road Right Turn Lane Extension (N.A.U. Portion)**

ITEM NO.	DESCRIPTION	ESTIMATE QUANTITY	UNIT	UNIT COST	TOTAL COST
Demolition/Removals					
1	Pavement/Concrete &/or Sidewalk Sawcut	265	LF	\$2	\$ 530
2	Pavement Removal	165	SY	\$20	\$ 3,300
3	Remove Existing Curb & Gutter	245	LF	\$13	\$ 3,185
4	Remove Existing Concrete Sidewalk	1750	SF	\$2	\$ 3,500
5	Remove Existing Curb Inlet Catch Basin	1	EA	\$1,500	\$ 1,500
6	Remove Existing Catch Basin	1	EA	\$500	\$ 500
7	Remove Existing 18" Dia. Storm Drain Pipe	55	LF	\$10	\$ 550
8	Remove Existing 12" Dia. Storm Drain Pipe	40	LF	\$20	\$ 800
9	Remove Existing Fire Hydrant	1	EA	\$1,000	\$ 1,000
10	Remove Existing Light Pole & Foundation	1	EA	\$1,500	\$ 1,500
11	Remove Existing Rip-Rap	1	LS	\$1,000	\$ 1,000
Proposed Improvements					
12	5" A.C. Pavement over 10" A.B.C.	480	SY	\$40	\$ 19,200
13	12" Diameter C.M.P. Storm Drain Pipe	68	LF	\$45	\$ 3,060
14	Curb & Gutter per A.D.O.T. Std. C-05.10 Type D-3	240	LF	\$25	\$ 6,000
15	5' Wide Sidewalk per A.D.O.T. Std. C-05.20, W=5'	1,525	SF	\$6	\$ 9,150
16	Mill Existing Asphalt D=2" and Re-Pave	240	SY	\$25	\$ 6,000
17	Catch Basin, A.D.O.T. Std. C-15.40, Type 5	1	EA	\$7,000	\$ 7,000
18	18" Diameter C.M.P. Storm Drain Pipe	13	LF	\$80	\$ 1,040
19	Storm Drain Manhole	1	EA	\$7,000	\$ 7,000
20	Manhole Grade Adjustment	1	EA	\$1,500	\$ 1,500
21	Fire Hydrant	1	EA	\$2,000	\$ 2,000
22	6" Ductile Iron Pipe	20	LF	\$50	\$ 1,000
23	Street Light	1	EA	\$5,000	\$ 5,000
24	Signing & Striping	1	LS	\$3,000	\$ 3,000
Sub-Total:					\$ 88,315

Continued on next page

Miscellaneous		
25	Mobilization (8% of Total)	\$ 7,065
26	15% Contingency	\$ 13,247
GRAND TOTAL:		\$ 108,627

INTERGOVERNMENTAL AGREEMENT

Related to Consolidation of University Campus and Road Projects

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into this **5th day of July, 2017** by and between CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona ("CITY"), and ARIZONA BOARD OF REGENTS, a body corporate with perpetual succession pursuant to the laws of the State of Arizona, for and on behalf of Northern Arizona University, a public institution of higher education ("hereafter the Arizona Board of Regents shall be referred to as UNIVERSITY").

RECITALS:

WHEREAS, CITY has authority to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 41-2632 and the Flagstaff City Charter, Article I, Section 3; and

WHEREAS, UNIVERSITY has authority to enter into this Agreement pursuant to A.R.S. §§ 11-952 and Arizona Board of Regents Policy 3-808; and

WHEREAS, the purpose of this Agreement is to memorialize and describe several past, present, and future transactions between the parties wherein valuable consideration is, has, or will be exchanged in order to build a better community;

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **August 5th, 2017** and continue for a term of ten (10) years, unless sooner terminated as provided herein. This Agreement may be renewed or extended by mutual agreement of the parties.

2. GENERAL CONDITIONS FOR TRANSFERS OF CITY RIGHTS-OF-WAY ("ROW")

The following general conditions will apply to all CITY transfers of CITY ROW pursuant to this Agreement:

- a. CITY will follow its procedures for abandonment, exchange, and/or disposition of real property as set forth in City Code and the City Charter. The property transfers will be subject to Council approval at a public meeting.
- b. CITY will convey property to UNIVERSITY by Special Warranty Deed. A form of

- c. UNIVERSITY will pay for its own due diligence and title insurance for the property being acquired.

3. HUMPHREYS STREET PROJECT – TRANSFER OF CITY ROW

Design and construction work for the repair of Humphreys Street (“the Humphreys Street Project”) is described in Exhibit B.

CITY will transfer the Humphreys ROW north of West Dupont Avenue and south of West Butler Avenue, as set forth in this Section 3 and subject to Section 2 of this Agreement, to UNIVERSITY. A Special Warranty Deed, legal description and map are attached hereto as Exhibit C, referred to as parcel 1.

- a. Transfer of Humphreys ROW. CITY will transfer Humphreys ROW to UNIVERSITY prior to issuance by UNIVERSITY of a notice to proceed for the Humphreys Street Project.
- b. The Humphreys Street Project. UNIVERSITY is responsible for procuring the design and construction for the Humphreys Street Project in accordance with Arizona Board of Regents (ABOR) procurement code. UNIVERSITY will not alter the location of the curb, gutter and sidewalk on the east side of Humphreys Street, so long as there is a need for private property access.
- c. Humphreys Street Project Costs. UNIVERSITY shall include CITY in the procurement process for design and construction. UNIVERSITY shall pay upfront for all costs of the Humphreys Street Project design, construction, and all related fees, estimated at \$150,000. CITY shall reimburse UNIVERSITY fifty percent (50%) of such cost within 30 days from receipt of the UNIVERSITY’S invoice.
- d. Humphreys/DuPont/Alley/Ellery Public Utility Easement. UNIVERSITY shall grant CITY a Public Utility Easement that runs through Humphreys Street, DuPont Avenue, an alley in Block 158 of Normal School Addition subdivision, and Ellery Avenue. A form of easement, legal description and map are attached hereto as Exhibit D. CITY has paid for costs of the legal description and map. The easement will be reserved for any City utility facilities and any existing utility company facilities in the right-of-way. This easement shall be recorded immediately following recordation of the Special Warranty Deed for transfer of the Humphreys ROW to UNIVERSITY.
- e. Humphreys Street Access Easement. UNIVERSITY shall grant an access easement for “ingress and egress for public or emergency vehicles, all property owners, property owner guest and invitees and persons lawfully conducting business on the land” (hereafter referred to as “public ingress and egress”) for all real properties abutting the public road being conveyed to UNIVERSITY. Such easement shall be in effect as long as there is a need for public access. A form of easement, legal description and map is attached hereto

as Exhibit E. This easement shall be recorded immediately following recordation of the Special Warranty Deed for transfer of the Humphreys ROW to UNIVERSITY. UNIVERSITY will notify the CITY at such time the access easement is extinguished, and will ensure the non-motorized access through this corridor or an alternative corridor is maintained if requested by CITY after good faith discussions and review with UNIVERSITY.

- f. Humphreys Street Maintenance. UNIVERSITY shall maintain Humphreys Street and sidewalks located within the Humphrey ROW in good condition. This paragraph shall survive termination or expiration of the Agreement.

4. ALLEYS – TRANSFER OF CITY ROW

CITY will transfer the alleys as set forth in this Section 4 and subject to Section 2 of this Agreement, to UNIVERSITY.

- a. Alley under Drury Inn. A 16' wide strip, located in Block 140 of the Normal School Addition subdivision was an alley between two former streets (Kendrick and Sitgreaves) abandoned by CITY and transferred to UNIVERSITY. Such strip is now located under the Drury Inn. A Special Warranty Deed, legal description and map of the strip under Drury Inn is attached hereto as Exhibit C, referred to as parcel 3.
- b. Alley under High Country Conference Center. A 16' wide strip, located in Block 139 of the Normal School Addition subdivision was an alley between two former streets (Kendrick and Humphreys) abandoned by CITY and transferred to UNIVERSITY. Such strip is now located under the High Country Conference Center. A Special Warranty Deed, legal description and map of the strip under High Country Conference Center is attached hereto as Exhibit C, referred to as parcel 2.
- c. Portion of Verde Street under Mountain View Dormitory. A 50' wide strip, located in Flagstaff Townsite subdivision, was a portion of the former Verde Street. Such strip is located under the Mountain View dormitory operated by UNIVERSITY. A Special Warranty Deed, legal description and map of the strip under Mountain View dormitory are attached hereto as Exhibit F.

5. UNIVERSITY DRIVE EASEMENT

- a. Public Utility Easement along University Drive from Milton Road to approximately 600 feet east. CITY deeded University Drive to UNIVERSITY, which occurred without reserving an easement for the existing CITY sewer line and or other public utilities. UNIVERSITY will grant an easement to CITY, subject to Section 6 of this Agreement. The form of easement, legal description and map are attached hereto as Exhibit G. This easement shall be recorded immediately following execution of this Agreement.

6. GENERAL CONDITIONS FOR TRANSFER OF UNIVERSITY PROPERTY

The following general conditions will apply to all UNIVERSITY transfers of property pursuant to this Agreement:

- a. UNIVERSITY will follow all ABOR policies and procedures for any sale, purchase, exchange or easement of UNIVERSITY property. UNIVERSITY will seek approval as appropriate, however if approval is requested, but is not obtained, UNIVERSITY shall have no liability to the CITY for such non-approval.
- b. UNIVERSITY will transfer the properties (other than easements) to CITY by Special Warranty Deed. A form of Special Warranty Deed is attached hereto as Exhibit A.
- c. CITY will pay for all surveys, title insurance, Phase 1 environmental assessments, legal descriptions and maps, and all other due diligence if desired by CITY. CITY will provide copies of all due diligence documentation to UNIVERSITY.

7. LONE TREE CORRIDOR PROJECT – TRANSFER OF UNIVERSITY PROPERTY

The Lone Tree Corridor Project is a CITY project to obtain land for widening Lone Tree Road. CITY also desires to promote safe use of the Flagstaff Urban Trail System (FUTS) trail that runs alongside the road. The project is proceeding in phases.

- a. Along west side of Lone Tree from Woodland Drive to Kinsey Elementary School. UNIVERSITY will transfer approximately 1.5 acres to CITY along the west side of Lone Tree Road across Coconino County Assessor Parcel No. 103-18-004A from Woodland Drive to Kinsey Elementary School. (“West Side Property”). A Special Warranty Deed, legal description and map attached hereto as Exhibit H.
- b. Contingency: CITY requires a Public Utility Easement along the west side of Lone Tree Road. UNIVERSITY will grant this easement to CITY in the event the easement is required by CITY prior to transfer of the West Side Property. The form of easement, legal description and map of the easement property is attached hereto as Exhibit I. CITY has a waterline project underway, the CITY at its cost will pave the area behind a newly installed guard rail after the CITY water line construction is completed.
- c. CITY will support UNIVERSITY efforts to obtain an agreement with FUSD allowing public parking at Kinsey Elementary School during non-school hours.

8. MILTON ROAD – ROAD CONSTRUCTION, DEDICATION OF UNIVERSITY PROPERTY and FENCE / SIGNAGE CONSTRUCTION

German Dobson CVS, LLC (CVS) has purchased significant property along the east side of Milton Road at the intersection of West Route 66. CVS is in the final project review stages for their CVS Pharmacy #5985 and associated public improvements by the CITY and Arizona

Department of Transportation (ADOT). CVS has announced its plans to be under construction in the summer of 2017. Additionally, CVS and CITY are negotiating a development agreement whereby CVS will permit, engineer and construct Milton Road improvements along UNIVERSITY's Milton Road frontage.

As a condition of ADOT's approval, CVS will be widening Milton Road to 3 north-bound lanes along its entire frontage. UNIVERSITY property immediately adjacent to the north of CVS is impacted by the widening of Milton Road. CVS's widening of Milton Road would leave approximately 300 feet of Milton Road, along UNIVERSITY's frontage, as a 2-lane facility before it, once again, widens to the existing 3-lane facility to Butler Avenue. The above described condition may lead to traffic congestion and safety issues for the motoring public.

In an effort to alleviate traffic congestion and related safety issues that may be created along Milton Road, CITY and UNIVERSITY agree to the following:

- a. CITY will be responsible for funding the ADOT permit, CVS engineering and CVS construction of the additional lane, and utility relocations along the NAU Milton Road frontage.
- b. UNIVERSITY will grant an easement for public roadway or right-of-way to ADOT for an additional right turn lane along NAU's Milton Road Frontage. A legal description and map are attached hereto as Exhibit J. UNIVERSITY will also grant a temporary construction easement (TCE) to the City/ CVS/ADOT for construction. See Exhibit K for the legal description and map.
- c. CITY will be responsible for funding the design and construction of a sandstone "Northern Arizona University" sign on UNIVERSITY property. UNIVERSITY will procure design and construction of such sign in accordance with ABOR procurement policies and CITY will pay for the sign after construction and within 30 days of receipt of UNIVERSITY's invoice. The City will fund a sign of the approximate size and type as the existing sign in front of the Drury Inn.

This Section of the Agreement shall apply only if CITY and CVS execute a Development Agreement and the developer proceeds with its development. UNIVERSITY will have the opportunity to review the form of Development Agreement prior to CITY execution.

9. FRANKLIN AVE. LIGHT POLES PROJECT – MAINTENANCE

The Franklin Ave. Light Poles Project is complete and this Agreement memorializes party obligations. In 2016 UNIVERSITY installed three (3) street lights along the south side of Franklin Avenue between San Francisco Street and Beaver Street ("Franklin Lights") as part of the UNIVERSITY Aquatic and Tennis Complex project. The Franklin Lights are 1) owned by UNIVERSITY, 2) located within CITY right-of-way, 3) connected to UNIVERSITY's electric grid system. See Exhibit L, overview map.

- a. UNIVERSITY is responsible for paying for energy for the Franklin Lights.
- b. UNIVERSITY is responsible for maintenance of the Franklin Lights. CITY will consider accepting responsibility for maintenance of the Franklin Lights in the future in the event Franklin Lights conform to CITY lighting standards. The parties will continue a dialogue concerning maintenance responsibility and ownership as a CITY lighting standards study moves forward.

10. PINE KNOLL DRIVE – STREETLIGHTS AND SIDEWALK

A sidewalk/streetlight project from the Southeast corner of San Francisco Street and Pine Knoll Dr. to the Southwest corner of Pine Knoll Dr. and Lone Tree was completed in the summer of 2016 and this Agreement memorializes the parties' responsibilities. See *Exhibit M*, overview map.

- a. UNIVERSITY is responsible for maintenance of the sidewalk and landscaping in the CITY right of way.
- b. CITY is responsible for maintenance of CITY-owned poles and lamps.
- c. CITY is responsible for paying energy costs for poles and lamps.

11. TERMINATION

Either party may terminate this Agreement for budgetary reasons or for convenience upon providing 180 days prior written notice to the other party. This Agreement may also be terminated by a non-breaching party following written notice to the breaching party and reasonable opportunity to cure.

12. INDEMNIFICATION:

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of performance of this IGA but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officer, officials, agents, employees, or volunteers.

13. NONAPPROPRIATION

If appropriation of funding by either party is unavailable or is terminated for whatever reason, the obligation of the parties to this Agreement will also be terminated regarding funding

14. INSURANCE

Each party shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the performance of this Agreement, and the acts and omissions of the party's employees or agents.

15. NO BOYCOTTS OF ISRAEL

Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of the Agreement, to not engage in a Boycott of Israel.

16. THIRD PARTY BENEFICIARIES

This Agreement is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

17. CONFLICT OF INTEREST

This Agreement may be cancelled for conflict of interest in accordance with A.R.S. § 38-511.

18. NON-DISCRIMINATION


The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704), nondiscrimination (Executive Order 11246), and affirmative action. CITY and UNIVERSITY shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

19. AMENDMENTS AND RELATED AGREEMENTS

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof as of the date of execution. This Agreement is conceptual in nature. All amendments or modifications of the Agreement shall be in writing and approved by the parties. The parties may agree to more specific development agreements, real estate purchase contracts, deed related and referencing this Agreement.

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

NORTHERN ARIZONA UNIVERSITY



Print name: Rita Hartung Cheng

Title: President

Approved as to form:



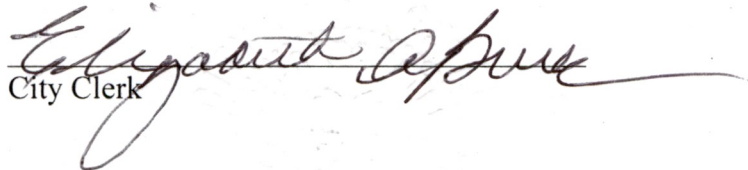
Michelle G. Parker, General Counsel

CITY OF FLAGSTAFF



Coral Evans, Mayor

Attest:



City Clerk

Approved as to form:



City Attorney's Office



Return To:

**DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT**

ORDINANCE NO. 2022-31

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF
ABANDONING APPROXIMATELY 5,237 SQUARE FEET OF PUBLIC RIGHT-
OF-WAY AT THE NORTHWEST CORNER OF FOUNTAINE STREET AND
HOSKINS AVENUE; PROVIDING FOR DELEGATION OF AUTHORITY,
REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND
ESTABLISHING AN EFFECTIVE DATE**

RECITALS:

WHEREAS, the City has authority to abandon public rights-of-way pursuant to A.R.S. § 28-7201 et seq, and pursuant to the City Code, Title 11, General Plans and Subdivisions, Division 11-20-160, Abandonment or Vacation of Public Right-of-Way; and has authority to dispose of real property pursuant to the Flagstaff City Charter, Article VIII, Section 10; and

WHEREAS, pursuant to A.R.S. § 28-7202 public right-of-way may be abandoned or vacated if it is no longer necessary for a public use; and

WHEREAS, all public utility companies, City divisions and agencies have had the opportunity to review a map of the public right-of-way proposed to be abandoned; and

WHEREAS, the City Engineer in consultation with the Water Services (formerly Utility) Director and Public Works Director, and the Planning and Zoning Commission at a public meeting held on October 26, 2022, have determined that the proposed abandonment is consistent with the General Plan, Zoning Code, and any applicable Specific Plan, and all applicable Division standards, as referenced in the staff report on file with the City Clerk.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: In General.

The City Council hereby finds that approximately 5,237 square feet of public right-of-way, located at the northwest corner of Fountaine Street and Hoskins Avenue, and legally described in Exhibit A attached hereto (“the Property”) is no longer necessary for public use, and is hereby abandoned.

The Property shall be conveyed subject to reservation of public utility easement(s) for any existing utilities located on, over, or under the Property, and subject to any existing encumbrances of record.

SECTION 2: Delegation of Authority.

The Mayor and City Manager are hereby authorized to sign all documents relevant to the exchange of said Property. The City Real Estate Manager is directed to take all necessary steps to effectuate this ordinance. The City Clerk is directed to record a copy of this ordinance.

SECTION 3: Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

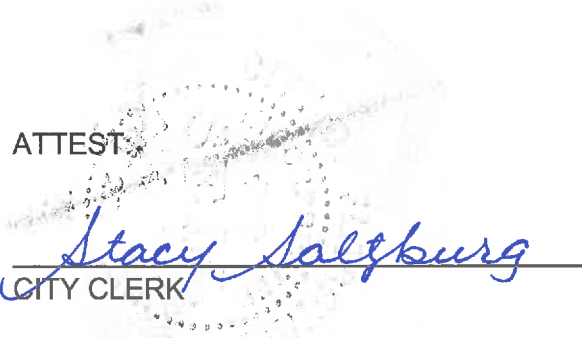

SECTION 4: Effective Date.

Pursuant to A.R.S. § 28-7213 this ordinance shall become effective when recorded in the office of the Coconino County Recorder, which shall be at least thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff, this 6th day of December, 2022.


MAYOR

ATTEST



CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

Exhibits:
Exhibit A – Legal description and map

EXHIBIT 'A'
LEGAL DESCRIPTION

A portion of the Hoskins Avenue public Right-of-Way according to the Revised Plat of the Washington Addition, Book 2 of Maps, Page 2, Official Records of Coconino County, located in the northwest quarter of Section 22, Township 21 North, Range 7 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South Fountain Street, from which a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South O'Leary Street bears North 89°35'02" East, 268.59 feet (Basis of Bearing, North 89°11'20 East, 268.70 feet per Instrument Number 3859846);

Thence South 59°00'46" West, 29.15 feet to the **TRUE POINT OF BEGINNING**;

Thence South 89°51'09" West, 107.00 feet to a point on the west line of said Section 22;

Thence along said west line, North 0°03'18" West, 48.40 feet to the southwest corner of Lot 27, Block A of said Washington Addition;

Thence leaving said west line, and along the south line of said Lot 27, South 89°16'24" East, 107.01 feet to the southeast corner of said Lot 27;

Thence leaving said south line, South 0°03'18" East, 49.48 feet to the **TRUE POINT OF BEGINNING**.

Containing 5,237 square feet, or 0.12 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

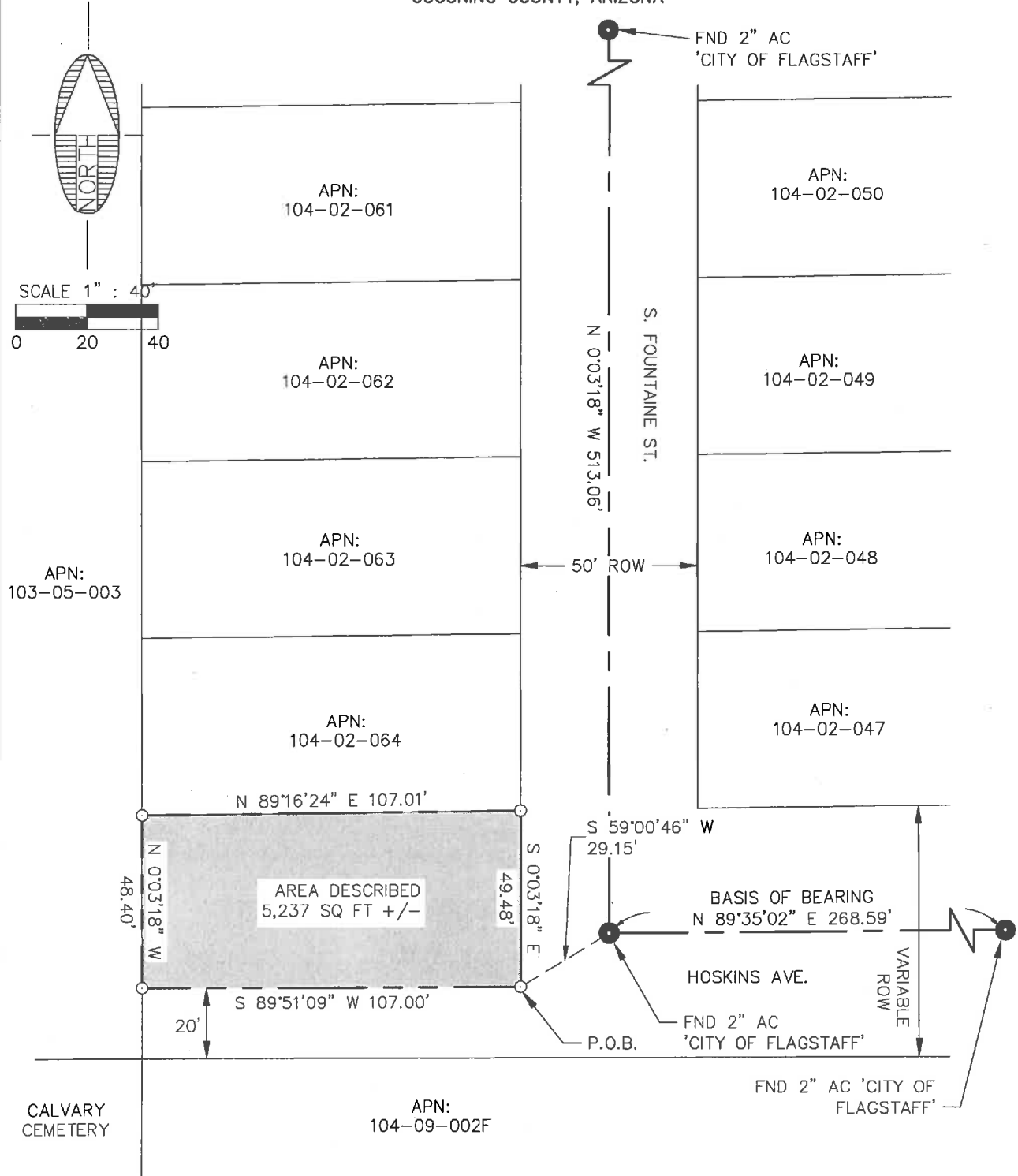


PLOTTED: Oct 06, 2022--3:32pm

FILE: \\192.168.1.15\PROJECTS\2018\18121\SURVEY\LEGAL DESCRIPTIONS\CHECK SET 2022-10-06\HOSKINS-FOUNTAIN ROW.DWG ABORLING

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF BLOCK 'A', ACCORDING TO THE REVISED PLAT WASHINGTON ADDITION,
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
 TOWNSHIP 21 NORTH, RANGE 7 EAST,
 OF THE GILA AND SALT RIVER MERIDIAN,
 COCONINO COUNTY, ARIZONA



110 W. Dale Avenue
 Flagstaff, AZ 86001
 928.773.0354
 928.774.8934 fax
 www.swiaz.com

JOB NO.	18121
DATE	OCT 22
SCALE	1" = 40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

HOSKINS AVE.

FLAGSTAFF
 ARIZONA

LEGAL EXHIBIT

SHEET
2
 OF 2

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Katie Brandis, Dispatch Supervisor
Co-Submitter: Allison Hughes
Date: 03/01/2023
Meeting Date: 03/07/2023



TITLE:

Consideration and Adoption of Resolution No. 2023-08: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Coconino County and the City of Flagstaff for provision of dispatch services by the City of Flagstaff

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-08 by title only
- 2) City Clerk reads Resolution No. 2023-08 by title only (if approved above)
- 3) Adopt Resolution No. 2023-08

Executive Summary:

This agreement will allow the Flagstaff Police Department 9-1-1 Communications Center to continue to provide the same dispatch services to the Coconino County Sheriff's Office as it has since the co-located dispatch center was opened in 2000. This is a five (5) year agreement and the estimated cost to the Coconino County Sheriff's Office is approximately \$697,016.00 for FY23.

Financial Impact:

The agreement is for a term of five years. The methodology for charging dispatch services splits costs based on the number of calls an agency receives to dispatch.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance: Serve the public providing high quality internal and external customer service.

High Performing Governance: Encourage public trust through transparency, accessibility and use of the City's public participation policy.

Team Flagstaff Strategic Plan: Provide exceptional service.

Carbon Neutrality Plan

DD-2: Assists in providing public safety services with adequate resources and staff time in ensuring that our neighborhoods are safe for community members to travel in.

Regional Plan

Council Goals:

3) Provide sustainable and equitable public facilities, services, infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

8) Improve effectiveness of notification, communication and engagement with residents, neighborhoods and businesses and about City services, programs, policies projects and developments.

11) Ensure that we are as prepared as possible for extreme weather events.

Has There Been Previous Council Decision on This:

When the Law Enforcement Administrative Facility was completed in 2000, the Coconino County Sheriff's Office, Coconino County Jail District, and the Flagstaff Police Department began the collocation in the new building. Simultaneously, Intergovernmental Agreements (IGA's) were executed to provide details of the shared services. The Flagstaff Police Department provided Dispatch services and Records services, and the Sheriff's Office provided Information Technology services, Maintenance and Custodial services, and Warrants services. These IGA's were in place until now.

Options and Alternatives:

Approve or disapprove the Intergovernmental Agreement for the Flagstaff 9-1-1 Communications Center to continue to provide dispatch services to the Coconino County Sheriff's Office.

Background/History:

When the Law Enforcement Administrative Facility was completed in 2000, the Coconino County Sheriff's Office, Coconino County Jail District, and the Flagstaff Police Department began the collocation in the new building. Simultaneously, Intergovernmental Agreements (IGA's) were executed to provide details of the shared services. The Flagstaff Police Department provided Dispatch services and Records services, and the Sheriff's Office provided Information Technology services, Maintenance and Custodial services, and Warrants services. These IGA's were in place until now.

The Flagstaff Police Department (FPD) operates, manages, and maintains a dispatching facility, emergency communications system, automated computer-aided dispatching system, telephones and recording equipment, and dispatch personnel for the operation of a dispatch center located at the Law Enforcement Facility and FPD is the primary Public Safety Answer Point (PSAP) for 9-1-1 calls within its area of responsibility. Through this agreement, FPD agrees to provide dispatch services to the Sheriff's Office twenty-four hours a day, seven days a week during the term of the agreement.

Key Considerations:

By approving this Intergovernmental Agreement, the Flagstaff 9-1-1 Communications Center can continue to provide dispatch services to the Coconino County Sheriff's Office.

Expanded Financial Considerations:

RESOLUTION NO. 2023-08

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR PROVISION OF DISPATCH SERVICES BY THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, Coconino County and City of Flagstaff desire to enter into an intergovernmental agreement for the provision of dispatch services by the City of Flagstaff; and

WHEREAS, the City of Flagstaff Police Department has been providing public safety dispatch services to the Coconino County Sheriff's Department since 2000; and

WHEREAS, in order to renew the agreement, including the scope of the City's dispatch services and the County's payment and other obligations with respect to such services, the County and the City desire to enter into an intergovernmental agreement ("Intergovernmental Agreement") in the form attached to the staff summary report pertaining to this subject matter; and

WHEREAS, the City Council has read and considered the staff summary report and finds that it is in the best interests of the City to enter into this Intergovernmental Agreement.

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 Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

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 7th day of March, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
A – IGA

INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES (“Agreement”) is entered into this ___ day of _____, 2023, between the City of Flagstaff (“City”), an Arizona municipal corporation, on behalf of the Flagstaff Police Department (“FPD”) and Coconino County (“County”), a political subdivision of the State of Arizona, on behalf of the Coconino County Sheriff’s Office (“CCSO”).

RECITALS

A. The City and the County entered into an Intergovernmental Agreement (“IGA”) dated July 1, 2000, for the establishment of the City/County Law Enforcement Administrative Facility at Sawmill Road, within the City of Flagstaff, Coconino County, Arizona, (“Law Enforcement Facility”) for the FPD and the CCSO.

B. The City, through the FPD, operates, manages and maintains a dispatching facility, emergency communications system, automated computer-aided dispatching system, telephones and recording equipment and dispatch personnel for the operation of a dispatch center located at the Law Enforcement Facility; and the FPD is the primary Public Safety Answer Point (PSAP) for all 9-1-1 calls within its area of responsibility. The FPD provides emergency dispatching for police, fire, and medical agencies within the City of Flagstaff and contracts to provide dispatch services to other agencies.

C. The County, through the CCSO, desires the City, through the FPD, to provide law enforcement dispatch within the jurisdiction of the CCSO’s responsibilities, and the City desires to provide such services to the County, in accordance with the terms of this Agreement.

D. In furtherance of the overall purposes of the IGA, the City and the County desire to establish a formal agreement between them for the provision by the FPD of dispatch services to the CCSO.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 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:

AGREEMENT

SECTION 1: TERM

This Agreement commences on date of signature and runs for an initial period through June 30, 2023. Thereafter, unless terminated under the terms hereof, this Agreement is automatically renewed each year for an additional one-year period commencing on the first day of July after the expiration of the initial period or a period subsequent thereto, for five years. Effective as of the date hereof, this Agreement shall replace the Initial Agreement,

as amended, in its entirety, and the Initial Agreement shall terminate immediately without further action.

SECTION 2: SCOPE OF CITY'S SERVICES

The City, through the FPD, agrees to provide dispatch services to the County, through the CCSO, twenty-four (24) hours a day, seven (7) days a week during the term and any extended term of this Agreement as follows:

2.1. FPD dispatch personnel will receive, and process calls for service in a courteous, efficient and customer service-oriented manner. The FPD will provide automated dispatching utilizing computer-aided dispatching. The capabilities the FPD will make available to the CCSO include: Location of events utilizing cross streets, addresses and varied map coordinates as may be available, maintenance of status time, including time received, time dispatched, time first unit on scene and time last unit cleared scene. Routine radio contact between the FPD and the CCSO will include tracking status and location of all designated units operated by the CCSO.

2.2. If requested by the CCSO, the FPD will provide summary listings to the CCSO of call data by month, quarter or year as generated by the CAD system.

2.3. The FPD will record all CCSO radio transmissions from the CCSO primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines present in the FPD dispatch center. The FPD will maintain all recordings for a period not to exceed three hundred sixty-five days (365) calendar days, after which such records shall be destroyed. The FPD will provide recordings of incidents to CCSO when requested in a timely manner on standard compact disk media.

2.4. The City maintains two redundant on-line servers for the CAD operation and will regularly backup these servers. Every effort will be made to maintain a 100% up- time and will schedule required downtime maintenance with users whenever possible. The City cannot be responsible for unexpected downtime and maintains a manual backup for such eventuality.

2.5. All supervision, hiring and discipline of communications personnel will remain the sole responsibility and under the authority of the FPD.

SECTION 3: COUNTY'S OBLIGATIONS

3.1. The County, through the CCSO, agrees to supply and maintain all equipment required to provide voice radio dispatching up to a demarcation point established as the connection to the FPD dispatch center console interface patch panel. Additionally, the County, through the CCSO, agrees to pay for the installation and cost of any radio equipment or telecommunications circuits beyond the demarcation point, which are added to the FPD dispatch console equipment in order to provide basic dispatch service. The FPD agrees to maintain all equipment beyond the demarcation point following installation and any warranty period expiration.

3.2. The CCSO agrees to work within any existing procedures used by the FPD for dispatching. However, procedures for specific requirements of law enforcement dispatching for the CCSO, if agreed upon by both parties, shall be documented in the Flagstaff Police Department Communications Manual and thereafter shall be utilized for dispatching the CCSO.

3.3 The City will provide Dispatch services to the County. The County and City will pay the pro-rata shares of the cost of the Dispatch services.

3.4 The staff of the City and County will meet and provide budget estimates for Dispatch services for the following budget cycle, no later than the end of December or when each agency deadline occurs.

3.5 The methodology for charging Dispatch services splits costs based on the number of calls an agency receives to Dispatch.

3.5 The City will issue invoices to the County for their pro-rata shares of the cost of Dispatch services on a bi-annual basis.

3.6 In the event that the cost of providing Dispatch services exceeds the amount budgeted, the City and County will each pay their respective pro-rata share of any such overrun within ninety (90) days after the end of the Period in which the overrun occurs.

3.7 In the event that the cost of providing Dispatch services is under the amount budgeted, the City and County will each receive a credit for their respective pro-rata share of any such credit within ninety (90) days after the end of the Period in which the overrun occurs.

3.8 A call for service shall mean: any call where a field unit is sent to a location of an incident or to assist a citizen or any time a field unit initiates activity that would, otherwise, have resulted in the dispatch of a field unit.

The City will provide fee schedules in July, beginning with July 2022, as Schedule "A" to this Agreement, for the following year once the City fiscal budget has been approved by the City Council. Schedule "A" will include the total budgetary cost of operating the dispatch center, the previous year's total calls for service and an estimate of the total calls for service for the following year. The parties may modify this Agreement during the initial term set forth in Section 1 through administrative review and approval by the City Manager and County Manager as needed to accommodate operational efficiency between the City and the County.

SECTION 4: AUTHORIZED REPRESENTATIVES

The City and County mutually agree that a process to solve problems and manage change as the Communications Center continues to evolve and grow in sophistication is essential to the proper administration of this Agreement. The City, through the FPD, the County, through the CCSO, hereby designate the following representatives who shall have authority to represent the City and the County, respectively, in carrying out the terms of this Agreement:

Police Department Authorized Representative: Chief
Sheriff's Office Authorized Representative: Sheriff

If a party changes its representative, such party shall provide notice to the other party of the name of the new representative in accordance with Section 8.

SECTION 5: TERMINATION

5.1. Either party may terminate this Agreement by providing written notice thereof to the other no less than ninety (90) days prior to the anniversary date of this Agreement.

5.2. In the event of termination of this Agreement by the County, or by the City pursuant to Section 5.3 below, the CCSO shall be responsible for all costs associated with the disconnecting and removal of all radio and telecommunications circuits which were installed in accordance with Section 3.1, and which are exclusive to the CCSO.

5.3. The City shall also have the right to terminate this Agreement upon written notice thereof to the County in the event the County fails to make any payment due the City under this Agreement within sixty (60) calendar days of the due date thereof.

SECTION 6: LIABILITY AND INDEMNIFICATION

6.1. The City, the FPD and their officials, employees and agents, shall not be liable for damages to the County, CCSO or third parties as a result of any failure by the FPD to perform any of the FPD's obligations set forth in Section 2 of this Agreement if such failure arises out of or results from the failure of CCSO to submit correct and complete data to the FPD or the failure of the CCSO to provide or maintain equipment as set forth in Section 3.1 above.

6.2. No party to this Agreement, their agents, officials and employees, shall be liable to any other party for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by that party, strike, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of that party.

6.3. The County covenants and agrees to indemnify, save, hold harmless and defend the City, the FPD and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, action or omission of the County, the CCSO, their employees, agents or contractors under this Agreement, including, but not limited to, the CCSO's failure to submit correct and complete data to the FPD or the failure of the CCSO to provide and maintain equipment as set forth in Section 3.1 above. The County's covenants and obligations under this indemnity provision shall survive any termination of this Agreement.

6.4. Except as otherwise provided in this Section 6, the City covenants and agrees to indemnify, save, hold harmless and defend the County, the CCSO and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, action or omission of the City, the FPD, their employees, agents or contractors under this Agreement, or as a result of any failure of any equipment which the City is required to maintain under the terms of this Agreement. The City's covenants and obligations under this indemnity provision shall survive any termination of this Agreement.

SECTION 7: DISPUTE RESOLUTION

7.1. Mediation

If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation.

7.2. Arbitration

If mediation is unsuccessful to resolve any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties agree to resort to arbitration as provided in Sections 12-1518 and 12-133, Arizona Revised Statutes.

SECTION 8: NOTICES

Any notice or communication required under this Agreement shall be in writing and shall be effective when personally delivered or when addressed:

If to Coconino County:	Coconino County Attention: County Manager 219 E. Cherry Avenue Flagstaff, Arizona 86001
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With a copy to:	Coconino County Sheriff's Office Attention: Sheriff 911 E. Sawmill Road Flagstaff, Arizona 86001
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If to the City: City of Flagstaff
Attention: Deputy City Manager
211 W. Aspen Avenue
Flagstaff, Arizona 86001

With a copy to: City of Flagstaff Police Department
Attention: Chief of Police
911 E. Sawmill Road
Flagstaff, Arizona 86001

and deposited, postage prepaid, and certified with return receipt requested, in the United States mail.

SECTION 9: GENERAL PROVISIONS

9.1. Maintenance of the FPD dispatch center and all on-premise PSAP and radio equipment shall be the sole responsibility of the FPD, with respect to which the CCSO shall share costs of maintenance and operation as provided in the 2022 Information Technology Intergovernmental Agreement, among the City of Flagstaff, Coconino County and the Coconino County Jail District concerning those parties' obligations relating to the Intergraph Public Safety, Inc. software system.

9.2. Employees of the respective parties shall not be considered employees or agents of the other, and the City and the County agree that they shall retain sole responsibility and authority over their respective employees.

9.3. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

9.4. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. Except as to modifications to Schedule A to this Agreement as set forth in Section 3.3 above, which may be modified with the approval of the Sheriff and Chief of Police, this Agreement may be modified or amended only by written agreement signed by or for both parties and filed with the Coconino County Recorder, and any modification or amendment will become effective on the date so specified, but no earlier than the date of the filing with the County Recorder.

9.5. This agreement may be cancelled pursuant to A.R.S. § 38-511.

9.6. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

9.7. No party shall be liable to any other for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, or any other cause beyond the reasonable control of the party at fault.

9.8. This Agreement will be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF FLAGSTAFF

Becky Daggett, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

COCONINO COUNTY

Patrice Horstman,
Chairman of the Board of Supervisors

Attest:

Clerk of the Board

Approved as to Form:

Deputy County Attorney

SCHEDULE A

City of Flagstaff Dispatch Shared Costs - Program 0224 Fiscal Year 2022

	Budget	Actual																																																								
Direct Costs - Police Dispatch O&M 0224	\$ 2,979,171	\$ 3,041,253																																																								
NAU/Pinewood Reimbursement for CAD	(21,687)	(28,514)																																																								
(1) Indirect Costs - Police Admin O&M 0220	439,107	303,342																																																								
(2) Capital	275,000	-																																																								
Subtotal	3,671,591	3,316,081																																																								
Cost Allocation 3.97%	145,762	131,648																																																								
Total Dispatch Cost	\$ 3,817,353	\$ 3,447,729																																																								
(3) Fire Specialist - Highlands	641	379																																																								
Fire Specialist - Blue Ridge	165	128																																																								
Fire Specialist - Pinewood	403	255																																																								
Fire Specialist - Forest Lakes	287	148																																																								
Fire Specialist - Summit Fire	1,007	778																																																								
Total Dispatch and Fire Specialist	3,819,856	3,449,417																																																								
(4) City (Police and Fire)	72.28%	72.71%																																																								
Highlands	1.05%	0.95%																																																								
Blue Ridge	0.27%	0.32%																																																								
Pinewood	0.66%	0.64%																																																								
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County	23.31%	22.86%																																																								
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Cost per Call	47.73	46.33																																																								
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(4) Dispatch Allocation																																																										
	FY 2022 Actual																																																									
	# Calls/Service	% Calls/Service	% Calls/Service																																																							
City - Police	39,002	52.26%	52.40%																																																							
City - Fire	15,111	20.02%	20.31%																																																							
USFS	119	0.24%	0.16%																																																							
USNPS	31	0.07%	0.04%																																																							
Highlands Fire	709	1.05%	0.95%																																																							
Pinewood	474	0.66%	0.64%																																																							
Summit Fire	1,449	1.65%	1.95%																																																							
Blue Ridge Fire	241	0.27%	0.32%																																																							
Forest Lakes Fire	273	0.47%	0.37%																																																							
County	17,009	23.31%	22.86%																																																							
Total	74,418	100.00%	100.00%																																																							

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Katie Brandis, Dispatch Supervisor
Date: 03/01/2023
Meeting Date: 03/07/2023



TITLE:

Consideration and Adoption of Resolution No. 2023-10: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Highlands Fire District and the City of Flagstaff for dispatch services.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-10 by title only
- 2) City Clerk reads Resolution No. 2023-10 by title only (if approved above)
- 3) Adopt Resolution No. 2023-10

Executive Summary:

This agreement will allow the Flagstaff Police Department 9-1-1 Communications Center to continue to provide the same dispatch services to Highlands Fire District as it did in the past. Highlands Fire District will be billed according to the total budgetary cost of operating the 9-1-1 Communications Center . This is calculated at a cost per call rate and billed as such. these funds will be utilized to offset the cost to operate the 9-1-1 Communications Center. This agreement represents revenue of approximately \$30,000 annually.

Financial Impact:

Highlands Fire District is billed on cost per call. The city finance department determines what the cost per call will be each fiscal year depending on what it costs to run the Flagstaff Police Department 9-1-1 Center. The yearly revenue is approximately \$30,000.00.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance: Serve the public providing high quality internal and external customer service.

High Performing Governance: Encourage public trust through transparency, accessibility and use of the City's public participation policy.

Team Flagstaff Strategic Plan: Provide exceptional service.

Carbon Neutrality Plan

DD-2: Assists in providing public safety services with adequate resources and staff time in ensuring that our neighborhoods are safe for community members to travel in.

Regional Plan

Council Goals:

3) Provide sustainable and equitable public facilities, services, infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

8) Improve effectiveness of notification, communication and engagement with residents, neighborhoods and businesses and about City services, programs, polices projects and developments.

11) Ensure that we are as prepared as possible for extreme weather events.

Has There Been Previous Council Decision on This:

Yes. The last IGA to provided dispatch services for Highlands Fire District was approved by council in 2017.

Options and Alternatives:

Approve or disapprove the Intergovernmental Agreement for the Flagstaff 9-1-1 Communications Center to continue to provide dispatch services to Highlands Fire District.

Key Considerations:

By approving this Intergovernmental Agreement extension, the Flagstaff 9-1-1 Communications Center can provide dispatch service to Highlands Fire District.

Expanded Financial Considerations:

Highlands Fire District will be invoiced quarterly for the dispatch services based on the number of calls at the calculated cost per call.

Community Benefits and Considerations:

The combined 911 Center provides fire, and law enforcement dispatch services from a single point of contact which enables the most comprehensive responses to our citizens and users.

Community Involvement:

Highlands Fire District has had the agreement approved by their fire board.

Expanded Options and Alternatives:

Approve or disapprove the Intergovernmental Agreement for the Flagstaff 9-1-1 Communications Center to provide dispatch services to Highlands Fire District.

IGA-Highlands Fire

RESOLUTION NO. 2023-10

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE HIGHLANDS FIRE DISTRICT AND THE CITY OF FLAGSTAFF FOR DISPATCH SERVICES

RECITALS:

WHEREAS, the Highlands Fire District is empowered by Arizona Revised Statutes § 48-261 and the City is empowered by Arizona Revised Statutes §§ 11-952 to enter into the Intergovernmental Agreement for Dispatch Services; and

WHEREAS, the City Council has read and considered the staff summary report and proposed Intergovernmental Agreement for Dispatch Services attached thereto and finds that it is in the best interests of the City to enter into the Agreement.

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 Highlands Fire District and the City of Flagstaff, Arizona, attached hereto as Exhibit A, which shall become effective March 7, 2023.

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 7th day of March 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

When recorded, mail to:
Clerk's Office
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

**INTERGOVERNMENTAL AGREEMENT
FOR DISPATCH SERVICES**

between

**City of Flagstaff
and
Highlands Fire District**

This intergovernmental agreement for dispatch services (“Agreement”) is entered into this 1st of July, 2022 between the City of Flagstaff (“City”), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, on behalf of the Flagstaff Police Department (“FPD”) and the Highlands Fire District (the “District”), a political subdivision of the State of Arizona, created pursuant to A.R.S. § 48-261, with offices at 3350 Old Munds Hwy, Flagstaff, Arizona.

RECITALS

- A. The City, through the FPD, operates, manages and maintains a dispatching facility which includes an automated computer-aided dispatching system, telephones, recording equipment and dispatch personnel for the operation of a dispatch center located at the Law Enforcement Administrative Facility. The FPD is the primary Public Safety Answering Point (PSAP) for all 9-1-1 calls within its area of responsibility. The FPD provides emergency dispatching for police and fire agencies within the City of Flagstaff and contracts to provide dispatch services to other agencies and organizations.
- B. The District, desires that the City, through the FPD, provide emergency dispatching for all calls for service occurring within the response area of the Highlands Fire District. The City agrees to provide such services to the District, in accordance with the terms of this Agreement.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 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. Term

This Agreement shall become effective on July 1, 2022, at 0001 hours, and, subject to early termination or renewal as provided below in Section 4, shall continue until June 30, 2027, at 2359 hours.

2. Scope of City Services

The City, through the FPD, agrees to provide emergency dispatching services to the District, twenty-four (24) hours a day, seven (7) days a week as follows:

- 2.1 The FPD will provide automated dispatching utilizing computer-aided dispatching. The capabilities the FPD will make available to the District include: location of events utilizing cross streets, addresses and varied map coordinates as may be available, maintenance of status time, including time received, time dispatched, time first unit on scene, time last unit cleared scene, and other fire service benchmark times as available.
- 2.2 If requested by the District, the FPD will provide summary listings to the District of call data by month, quarter or year as generated by the CAD system. In addition, FPD will provide an incident summary to the District at the end of each call by fax or email.
- 2.3 The FPD will record all District radio transmissions from the primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines present in the FPD dispatch center. The FPD will maintain all recordings for a period not to exceed three hundred sixty-five (365) calendar days, after which such records shall be destroyed. When requested in writing, the FPD will provide recordings of incidents to the District in a timely manner on standard compact disc.
- 2.4 The City maintains two redundant on-line servers for the CAD operation and will regularly backup these servers. Every effort will be made to maintain a 100% up- time and will schedule required downtime maintenance with users whenever possible. The City cannot be responsible for unexpected downtime and maintains a manual backup for such eventuality.
- 2.5 All supervision, hiring and discipline of communications personnel will remain the sole responsibility and under the authority of the FPD.

3. Highlands Fire District Obligations

- 3.1 The District, agrees to supply and maintain all equipment required to provide voice radio dispatching up to a demarcation point established as the connection to the FPD dispatch center console interface patch panel. Additionally, the District, agrees to pay for the installation and cost of any radio equipment or telecommunications circuits beyond the demarcation point, which are added to the FPD dispatch console equipment in order to provide basic dispatch service. The FPD agrees to maintain all equipment beyond the demarcation point following installation and any warranty period expiration.
- 3.2 The District agrees to work within any existing procedures used by the FPD for dispatching. However, procedures for specific requirements of fire dispatching for the District, if agreed upon by the Communications Users Group, shall be documented in the Flagstaff Police Department Communications Manual and thereafter shall be utilized for dispatching services for the District.

3.3 The District agrees to pay the City fees for services in quarterly payments within thirty (30) days following invoicing at the end of each quarter. Fee and costs associated with the City's provision of dispatch services to the district will be based upon the District's dispatched calls for service as a percentage of the dispatch center's total calls for service plus a calculation for capital replacement and indirect costs. That percentage will be used to calculate fees based upon the total cost to the City for operating the dispatch center. Fees will be based upon the prior fiscal year budget and actual calls for service for the period being billed.

3.3.1 A call for service shall be defined as any call where a field unit is sent to a location of an incident or to assist a citizen, or any time a field unit initiates activity that would, otherwise, have resulted in the dispatch of a field unit.

4. Termination

4.1 Either party may terminate this Agreement by providing written notice to the other no less than ninety (90) days before the anniversary date of this Agreement.

4.2 In the event of termination of this Agreement by the District, or by the City under Section 4.3, the District shall be responsible for all costs associated with the disconnecting and removal of all radio and telecommunications circuits which were installed in accordance with Section 3.1, and which are exclusive to the District.

4.3 The City shall also have the right to terminate this Agreement upon written notice to the District in the event the District fails to make any payment due the City under this Agreement within thirty (30) calendar days of the due date.

5. Liability and Indemnification

5.1 The City, the FPD and their officials, employees and agents, shall not be liable for damages to the District or third parties as a result of any failure by the FPD to perform any of the FPD's obligations set forth in Section 2 of this Agreement if such failure, in whole or in part, arises out of or results from the failure of the District to submit correct and complete data to the FPD or the failure of the District to provide or maintain equipment as set forth in Section 3.1.

5.2 The City, the FPD and their agents, officials and employees, shall not be liable to the District for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by the City, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of the City.

5.3 The District agrees to indemnify, hold harmless and defend the City, the FPD and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any negligent act, alleged act, action or omission of the District, their employees, agents or contractors under this Agreement, including, but not

limited to, the District's failure to submit correct and complete data to the FPD or the failure of the District to provide and maintain equipment as set forth in Section 3.1. The District's obligations under this indemnity provision shall survive any termination of this Agreement.

- 5.4 Except as otherwise provided in this Section 5, the City covenants and agrees to indemnify, hold harmless and defend the District, and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise as a result of the City's sole negligent act or omission in performance of its duties under this agreement.

6. Dispute Resolution

- 6.1 If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, to litigation or to some other dispute resolution procedure. Mediation will be self-administered and conducted under the Conflict Prevention and Resolution (CPR) Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions. The parties shall select one or more mediators acceptable to each party. Each party agrees to bear its own costs in mediation.

- 6.2 The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of a party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

7. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given:

If to City:

Deputy City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to Highlands Fire District:

Todd Miller, Chief
Highlands Fire District
3350 Old Munds Hwy.
Flagstaff, Arizona 86005

Copy to:

Chief of Police
Flagstaff Police Department
911 E. Sawmill Road
Flagstaff, Arizona 86001

8. General Provisions

- 8.1 Maintenance. Maintenance of the FPD dispatch center and all on-premise Public Safety Answering Point (PSAP) and radio equipment shall be the sole responsibility of the FPD.
- 8.2 Status of Employees. Employees of the respective parties shall not be considered employees or agents of the other, and the City and the District agree that they shall retain sole responsibility and authority over their respective employees.
- 8.3 Authorization to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.
- 8.4 Integration; Modification. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. Except as to modifications to Attachment A to this Agreement as set forth in Section 3.3, this Agreement may be modified or amended only by written agreement signed by both parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified.
- 8.5 Cancellation for Conflict of Interest. Pursuant to Arizona Revised Statutes Section 38-511, either the City or the District may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the other party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.
- 8.6 Waiver. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.
- 8.7 Non-Discrimination. FPD 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. FPD 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, and the Genetic Information Nondiscrimination Act of 2008.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written above.

City of Flagstaff

Highlands Fire District

Becky Daggett, Mayor

Tom Hanecak, Fire Board Chair Person

Attest:

Attest:

City Clerk

Fire Board Clerk

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties of the Agreement represented by the undersigned attorneys.

City Attorney
Counsel for the City of Flagstaff

Deputy County Attorney
Counsel for Highlands Fire District

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Allison Hughes, Support Services Manager
Co-Submitter: Katie Brandis
Date: 03/01/2023
Meeting Date: 03/07/2023



TITLE:

Consideration and Adoption of Resolution No. 2023-07: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Coconino County and the City of Flagstaff for provision of Warrant Services by the Coconino County Sheriff's Department to the City of Flagstaff Police Department

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-07 by title only
- 2) City Clerk reads Resolution No. 2023-07 by title only (if approved above)
- 3) Adopt Resolution No. 2023-07

Executive Summary:

Approval of the Intergovernmental Agreement (IGA) with the Flagstaff Police Department and the Coconino County Sheriff's Office, will enable the Coconino County Sheriff's Office to provide outstanding arrest warrant services for both parties, for a 5-year term, in the estimated annual amount of \$278,290 in FY23.

Financial Impact:

For the Coconino County Sheriff's Office to provide outstanding arrest warrant services for both parties, for a 5-year term, it is estimated that the annual amount for FY23 is \$278,290. The methodology for charging FPD for warrant services splits costs based on the number of warrants processed.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Utilizing the Coconino County Sheriff Office to provide public safety services with resources, staff and training responsive to the communities needs.

Carbon Neutrality Plan

DD-2: Assists in providing public safety services with adequate resources and staff time in ensuring that our neighborhoods are safe for community members to travel in.

Regional Plan

Goal E.I Increase energy efficiency. Supporting and utilizing our partners resources for warrants services to reduce duplication in work (reducing electricity use in co-located facilities).

Has There Been Previous Council Decision on This:

When the Law Enforcement Administrative Facility was completed in 2000, the Coconino County Sheriff's Office, Coconino County Jail District, and the Flagstaff Police Department began the collocation in the new building. Simultaneously, Intergovernmental Agreements (IGA's) were executed to provide details of the shared services. The Flagstaff Police Department provided Dispatch services and Records services, and the Sheriff's Office provided Information Technology services, Maintenance and Custodial services, and Warrants services. These IGA's were in place until now.

Options and Alternatives:

The alternative to shared services would be for each agency to budget employees and equipment for the services of Dispatch, Records, Warrants, Information Technologies, and Maintenance/Custodial.

Background/History:

When the Law Enforcement Administrative Facility was completed in 2000, the Coconino County Sheriff's Office, Coconino County Jail District, and the Flagstaff Police Department began the collocation in the new building. Simultaneously, Intergovernmental Agreements (IGA's) were executed to provide details of the shared services. The Flagstaff Police Department provided Dispatch services and Records services, and the Sheriff's Office provided Information Technology services, Maintenance and Custodial services, and Warrants services. These IGA's were in place until now.

Since these agreements have been in place, technology and services have evolved. All agencies have negotiated current services, IGA's have been approved by Jail District Directors and the Board of Supervisors and we are requesting the Flagstaff City Council to approve the agreements.

For the Warrants IGA:

The Coconino County Sheriff's Office (CCSO) enter all arrest warrants delivered to the County by the City into the Sheriff's Office computer system and the Arizona Criminal Justice Information System (ACIJIS) within fourteen days after receipt. The CCSO will maintain alphabetical files of original arrest warrants and provide timely responses to inquiries with regard to those documents. The CCSO will maintain copies of correspondence, court orders, and other court documents related to outstanding arrest warrants until those arrest warrants are removed from the CCSO and ACJIS computer systems. The CCSO will make all necessary contacts and arrangements for the extradition of persons arrested outside of the State of Arizona pursuant to an arrest warrant for their return to Coconino County, including obtaining a Governor's Warrant if necessary.

Community Benefits and Considerations:

The Intergovernmental Agreement will allow the Flagstaff Police Department and Coconino County Sheriff's Office to jointly control crime and administer justice. This contributes to a Safe and Healthy Community by providing public safety services with resources, staff and training responsive to the community's needs.

Community Involvement:

Inform the Council and public on the Intergovernmental Agreement and how the partnering agencies are providing public safety services with adequate resources.

Expanded Options and Alternatives:

1. Approve as recommended.
2. Disapprove the IGA with the County and require each agency to budget employees and equipment for the services of Dispatch, Records, Warrants, Information Technologies, and Maintenance/Custodial.

Attachments: Res. 2023-07
 Collocation IGA - Warrant Services

RESOLUTION NO. 2023-07

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR PROVISION OF WARRANTS SERVICES BY THE COCONINO COUNTY SHERIFF'S DEPARTMENT TO THE CITY OF FLAGSTAFF POLICE DEPARTMENT

RECITALS:

WHEREAS, Coconino County and City of Flagstaff desire to enter into an intergovernmental agreement for the provision of warrant services by the Coconino County Sheriff's Department to the City of Flagstaff Police Department; and

WHEREAS, the Coconino County Sheriff's Department has been providing warrants services to the City of Flagstaff Police Department since 2000; and

WHEREAS, in order to renew the agreement, including the scope of the Coconino County Sheriff's Department's warrants services and the City's payment and other obligations with respect to such services, the County and the City desire to enter into an intergovernmental agreement ("IGA") in the form attached hereto as Exhibit A.

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 Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

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 7th day of March, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

A. – IGA

**INTERGOVERNMENTAL AGREEMENT
FOR
WARRANTS RECORD KEEPING SERVICES**

This INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") is made this day of _____, 2023

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County")

AND

THE CITY OF FLAGSTAFF, a municipal corporation, of 211 West Aspen Avenue, Flagstaff, Arizona 86001 (hereinafter the "City")

WHEREAS:

- A. Pursuant to ARS §§11-401 through 11-424.02 and 11-441 through 11-459 the County, through the Coconino County Sheriff, operates the Coconino County Sheriff's Office which includes keeping records of outstanding arrest warrants and other records; and
- B. Pursuant to its City Charter and ARS §§22-402 and 9-499.01, the City operates the Flagstaff Police Department and the Flagstaff Municipal Court (hereinafter "City Court") which includes keeping records of outstanding arrest warrants and current orders of protection; and
- C. Pursuant to ARS §11-952, the City and the County may contract for services and jointly exercise common powers.

THEREFORE, in consideration of their mutual promises herein, the parties hereto agree as follows:

1. City Responsibilities

The City will provide accurate and timely information to the County under this Agreement with regard to arrest warrants (hereinafter "Arrest Warrants", together with court orders, correspondence, and other information concerning their validity, quashing, and/or modification. The City will be responsible for all liability arising out of its failure to provide such accurate and timely information. The City shall convey all such documents or communication to Coconino County exclusively by hand delivery to the Sheriff's Office located at 911 E Sawmill Rd. Flagstaff, AZ, If the City is provisioned with Justice Web Interface (JWI) or any other electronic means of access, this IGA must be amended and updated with cyber requirements for the City.

2. County Responsibilities

The County will provide the following record keeping services for the City:

- a. Enter all Arrest Warrants delivered to the County by the City into the Coconino County Sheriff's Department (CCSO) computer system and the Arizona Criminal Justice Information System (ACJIS) within fourteen (14) days after receipt thereof.
- b. Maintain alphabetical files of original Arrest Warrants and provide timely responses to inquiries with regard to those Arrest Warrants.
- c. Maintain copies of correspondence, court orders and other court documents related to outstanding Arrest Warrants until those Arrest Warrants are removed from the CCSO and ACJIS computer system.
- d. Research, complete and return to the Arizona Department of Public Safety (DPS) audit/validation sheets for ACJIS within the indicated time limit.
- e. Immediately remove Arrest Warrants from the CCSO and ACJIS computer systems upon notification that:
 - i. the subject thereof has been arrested,
 - ii. the Arrest Warrant has been quashed by City Court, or
 - iii. the City has requested the Arrest Warrant to be removed.
- f. Notify City Court when persons are arrested outside of Coconino County pursuant to an Arrest Warrant issued by City Court.
- g. Make all necessary contacts and arrangements for the extradition and return to Coconino County of persons arrested outside of the State of Arizona pursuant to an Arrest Warrant, including requesting that the County Attorney's office obtain a Governor's Warrant, if necessary.
- h. Return Arrest Warrants to City Court when:
 - i. the subject thereof has been arrested pursuant to the Arrest Warrant,
 - ii. the Arrest Warrant has been quashed, or
 - iii. requested to do so in writing by City Court.

3. Term

This Agreement commences on date of signature and runs for an initial period through June 30, 2023. Thereafter, unless terminated under the terms hereof, this Agreement is automatically renewed each year for an additional one-year period (hereinafter a “Period”) commencing on the first day of July after the expiration of the initial period or a Period subsequent thereto, for up to five renewal periods. Effective as of the date hereof, this Agreement shall replace the Initial Agreement, as amended, in its entirety, and the Initial Agreement shall terminate immediately without further action.

4. Termination

This Agreement may be terminated at the end of a Period by any party hereto upon written notice of termination delivered to the other party prior to the first day of April in the Period preceding the next renewal date.

5. Payment for Services

1. The methodology for charging warrants splits costs based on the number of warrants processed.
2. The County will issue invoices to the City for their pro-rata share of the cost of warrant services on a bi-annual basis (every 6 months).
3. In the event that the cost of providing warrant services exceeds the amount budgeted the County and City will each pay their respective pro-rata share of any such overrun within ninety (90) days after the end of the Period in which the overrun occurs.
4. In the event that the cost of providing warrant services is under the amount budgeted, the County and City will each receive a credit for their respective pro-rata share of any such credit within ninety (90) days after the end of the Period in which the overrun occurs.

6. Recalculation of Percentages

The County and the City will pay their pro rata share of the cost of record keeping services for initial period as set forth in Exhibit A.

Thereafter, the County and the City will pay their respective pro rata share for record keeping services in a Period which reflect their respective share of the Arrest Warrants, pursuant to this Agreement in the preceding Period.

7. Replacement Equipment

The cost of future replacement of equipment necessary to provide record keeping services to the County and the City will be paid proportionately by the County and the City. The percentage to be paid by each party will be the average of the percentages paid by each party for the operations under this Agreement for the three Periods prior to the Period in

which the replacement of equipment takes place.

8. Unanticipated Matters

Unanticipated costs and revenues occurring under this Agreement will be allocated by agreement of the parties Authorized Representatives who are designated as follows:

- a. City - Deputy Chief of Support Services, Flagstaff Police Department (FPD)
- b. County - Chief Deputy, Coconino County Sheriff's Office (CCSO)

9. Confidentiality

The parties shall comply with all applicable local, state, and federal confidentiality and privacy laws and regulations. Nothing in this Agreement shall require or be construed to require either party to violate such provisions of law or subject either party to liability or render such party to breach of this Agreement for adhering to such provisions of law. Confidential Information may include, but is not limited to personally identifiable health information, and other personally identifiable information such as financial, employment, or police records ("Confidential Information")

A. Confidential Information may be supplied to a Party solely for the purposes of performance under this Agreement and each Party agrees not to use this data for any other purpose or to disclose the data to any third party. Each Party shall be liable for any damages arising from breach of any local, state, or federal confidentiality or privacy laws related to each Party's performance under this Agreement.

Each Party agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- iii. a party receives from a third party who has a right to disclose it to the receiving party; or
- iv. is the subject of a court order, subpoena, or other legitimate disclosure request or demand under the Arizona Public Records Law, A.R.S. § 39-121.01 or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive a public records, subpoena or other similar applicable request or demand, you will give us prompt notice and otherwise perform the functions required by applicable law.

B. Any violation by a Party to this agreement of any provision under this

Confidential Information section shall constitute a material breach of this Agreement, and as such each Party shall have the right to terminate the Agreement immediately without penalty and pursue any remedies allowed by law to prevent or remedy a breach by the other Party of its obligations to the Confidential Information section to include injunctive relief.

10. Indemnity

Each party (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other party (as “Indemnitee”) from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney’s fees, (hereinafter referred to as “Claims”) arising out of this Agreement, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor its officers, officials, agents, servants, employees or volunteers under this Agreement, and in the City’s case, when a claim, loss, liability, cost or expense arises out of the City’s failure to provide accurate and timely information as specified in Paragraph 1, above.

The City and the County shall each obtain and maintain law enforcement legal liability, cyber liability, automobile liability and workers’ compensation insurance in such amounts as may be required to protect themselves from claims, damages or other losses as described in this Section and shall designate each other as an additional insured on said policies of insurance (except for workers’ compensation and cyber liability) with respect to such claims, damages or losses.

11. Amendment and Entirety of Contract

This document constitutes the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

12. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the party’s subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

13. Cancellation of Agreement

This agreement may be cancelled pursuant to A.R.S. § 38-511.

14. Non-discrimination

Each party shall comply with Title VII of the Civil Rights Act of 1964, as amended, the

Age Discrimination in Employment Act of 1975 and Federal Executive Order No. 11246, State Executive Order No. 99-4 and A.R.S. §41-1461 et. seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have access to employment opportunities. Each party shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Each party shall comply with Title 6 of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The Independent Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services.

15. No Authority To Bind Other Party

Neither party has authority to enter into contracts or agreements on behalf of the other party. This Agreement does not create a partnership between the parties.

16. Notice

Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the Party or by certified mail-return receipt to the Party's place of business as set forth above.

17. Choice of Law

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Arizona.

18. Severability

In the event that a court of competent jurisdiction shall hold any part or provision of the Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the continued enforcement of such remaining terms shall continue to reflect substantially the intent of the parties hereto.

19. Insurance

- a. Each party shall provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:

Law Enforcement Legal Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate.

\$1,000,000 per occurrence
\$2,000,000 policy aggregate

Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or

“scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.

\$1,000,000 Coverage Single Limit

Workers’ Compensation with statutory limits and Employer’s Liability Limits of no less than
\$1,000,000 each accident
\$1,000,000 disease - each employee
\$1,000,000 disease- policy limit

- b. Each party shall name the other party, its agents, officials and employees as additional insureds for Law Enforcement Liability and Cyber Liability with respect to this agreement, and shall specify that the insurance afforded by the party shall be primary insurance and that any insurance coverage carried or self-insurance by the other party or its employee shall be excess coverage and not contributory insurance to that provided by the party. Said policies shall contain a severability of interest provision.
- c. Each party agrees to comply with statutory requirements for both workers’ compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers’ compensation coverage will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the other Party, its officers, agents, employees and volunteers for losses arising from work performed by the Party, its officers, agents, employees or volunteers.
- d. Failure on the part of either Party to procure and maintain the required liability and workers’ compensation insurance and provide proof thereof to the other Party within ten (10) days following the commencement of a new policy, shall constitute a material breach of the Agreement upon which the other Party may immediately terminate the Agreement. Within ten (10) days of signing this Agreement, each party shall furnish the other party with copies of a Certificate of Insurance drawn in conformity with the above insurance requirements.

20. Dispute Resolution

If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the Parties. Unless the Parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an

indispensable Party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of the Parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a Party seeks provisional relief under the Arizona Rules of Civil Procedure.

21. Audit and Inspection

The Parties agree that each shall have the right at reasonable times and places to inspect, copy and audit any books, accounts, time cards, correspondence or any other records or documents which are used to determine the performance or cost of the services to be performed under this Agreement. Audit and inspection costs shall be borne by the Party requesting the audit or inspection.

Reasonable times and places is defined to mean between 8 a.m. and 5 p.m. Monday through Friday in the Administrative Offices of the Party whose documents are being audited or inspected. Either Party shall have access to and the right to examine any directly pertinent books, documents, papers and records of the other Party related to this Agreement for a period of two (2) years after final payment for a Period under this Agreement.

22. Force Majeure

No Party shall be liable to any other for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, or any other cause beyond the reasonable control of the party at fault.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the dates hereinbefore indicated.

CITY OF FLAGSTAFF

COCONINO COUNTY

By _____
Becky Daggett, Mayor

By _____
Patrice Horstman
Chairwoman, Board of Supervisors

ATTEST:

ATTEST:

City Clerk

Lindsay Daley, Clerk of the Board

Approved as to form:

Approved as to form:

City Attorney

Deputy County Attorney

**EXHIBIT A
EXAMPLE IGA % CALCULATIONS**

TOTAL FACILITIES																
	Basis	Total	FPD		Sheriff		Sheriff Page		SAR		County		Jail		Page Jail	
Operations	Square Footage	205,661	29,900	14.5%	18,736	9.1%	3,265	1.6%	9,500	4.6%	2,888	1.4%	130,062	63.2%	11,310	5.5%
Snow Plow	Parking Spaces	436	219	50.2%	115	26.4%			0	0.0%	20	4.6%	82	18.8%		
Landscape	Parking Spaces	436	219	50.2%	115	26.4%			0	0.0%	20	4.6%	82	18.8%		
Utilities	Square Footage	125,242	0	0.0%	0	0.0%			0	0.0%	2,888	2.3%	122,354	97.7%		(Jail Only)
Natural Gas	Square Footage	181,586	29,900	16.5%	18,736	10.3%			0	0.0%	2,888	1.6%	130,062	71.6%		(Flag Campus)
MAINTENANCE																
	Basis	Total	FPD		Sheriff		Sheriff Page		County		Jail		Page Jail			
Operations	Square Footage	196,161	29,900	15.2%	18,736	9.6%	3,265	1.7%	2,888	1.5%	130,062	66.3%	11,310	5.8%		
Snow Plow	Parking Spaces	436	219	50.2%	115	26.4%			20	4.6%	82	18.8%				
Landscape	Parking Spaces	436	219	50.2%	115	26.4%			20	4.6%	82	18.8%				
Utilities	Square Footage	125,242	0	0.0%	0	0.0%			2,888	2.3%	122,354	97.7%				(Jail Only)
Natural Gas	Square Footage	181,586	29,900	16.5%	18,736	10.3%			2,888	1.6%	130,062	71.6%				(Flag Campus)
CUSTODIAL																
	Basis	Total	FPD		Sheriff		County		Jail							
Operations	Square Footage	59,232	29,900	50.5%	18,736	31.6%	2,888	4.9%	7,708	13.0%						
Utilities	Square Footage	56,344	29,900	53.1%	18,736	33.3%	0	0.0%	7,708	13.7%	(LEAF Bldg Only)					
Reclaimed Water	Parking Spaces	436	219	50.2%	115	26.4%	20	4.6%	82	18.8%						
*note - Parks & Rec pays for the meter at Sawmill Park. When the meter is on, they pay their portion of the reclaimed water billing based on the meter reading																
WARRANTS																
	Basis	Total	City Court		Sheriff											
Operations	Number of Warrants	5,876	3,400	57.9%	2,476	42.1%										
RECORDS																
	Basis	Total	FPD		Sheriff		Jail									
RMS Records (Incidents / Bookings)		27,945	17,335	62.0%	3,848	13.8%	6,762	24.2%								
Less Discount for Records not Disseminated 25%																

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Allison Hughes, Support Services Manager
Co-Submitter: Katie Brandis
Date: 03/01/2023
Meeting Date: 03/07/2023



TITLE:

Consideration and Adoption of Resolution No. 2023-09: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Coconino County, the Coconino County Jail District, and the City of Flagstaff for Coconino County to provide maintenance and custodial services for all parties, for a five year term.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-09 by title only
- 2) City Clerk reads Resolution No. 2023-09 by title only (if approved above)
- 3) Adopt Resolution No. 2023-09

Executive Summary:

Approval of an Intergovernmental Agreement (IGA) with the Flagstaff Police Department, the Coconino County Sheriff's Office, and the Coconino County Jail District, for the Coconino County Sheriff's Office to provide maintenance and custodial services for all parties, for a 5-year term, in the estimated annual amount of \$455,602.00 in FY23.

Financial Impact:

The agreement is for a term of five years. CCSO will provide custodial services, maintenance, and the utilities in the estimated annual amount of \$455,602.00 in FY23. The County, City and District will pay the pro-rata shares of the cost of the services based on the square footage used by each party.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Carbon Neutrality Plan

BE-3: Reduce energy use in existing buildings (utilizing solar for some of our buildings energy use).

Regional Plan

Goal E.I Increase energy efficiency. Supporting and utilizing our partners resources for

maintenance and custodial services to reduce duplication in work (reducing electricity use in co-located facilities).

Has There Been Previous Council Decision on This:

When the Law Enforcement Administrative Facility was completed in 2000, the Coconino County Sheriff's Office, Coconino County Jail District, and the Flagstaff Police Department began the collocation in the new building. Simultaneously, Intergovernmental Agreements (IGA's) were executed to provide details of the shared services. The Flagstaff Police Department provided Dispatch services and Records services, and the Sheriff's Office provided Information Technology services, Maintenance and Custodial services, and Warrants services. These IGA's were in place until now.

Options and Alternatives:

The alternative to shared services would be for each agency to budget employees and equipment for the services of Dispatch, Records, Warrants, Information Technologies, and Maintenance/Custodial.

Background/History:

When the Law Enforcement Administrative Facility was completed in 2000, the Coconino County Sheriff's Office, Coconino County Jail District, and the Flagstaff Police Department began the collocation in the new building. Simultaneously, Intergovernmental Agreements (IGA's) were executed to provide details of the shared services. The Flagstaff Police Department provided Dispatch services and Records services, and the Sheriff's Office provided Information Technology services, Maintenance and Custodial services, and Warrants services. These IGA's were in place until now.

Since these agreements have been in place, technology and services have evolved. All agencies have negotiated current services and we are requesting the Jail District Directors and the Board of Supervisors to approve the agreements.

For the Maintenance and Custodial IGA:

The Flagstaff Police Department (FPD), the Coconino County Sheriff's Office (CCSO), and the Coconino County Detention Facility, are collocated at the Law Enforcement Administrative Facility (LEAF) at 911 E Sawmill Road and 951 E Sawmill Road. All parties require custodial services, maintenance, utilities, landscaping, and parking lots.

The Coconino County Jail District (Jail District) operates the Coconino County Adult Detention Facility at 951 E Sawmill Road, located on the LEAF campus. The Jail District requires custodial services, maintenance, utilities, landscaping, and parking lots.

Through this agreement, the Coconino County Sheriff's Office (CCSO) will provide maintenance and custodial services to the Flagstaff Police Department and a portion of the Coconino County Jail (Jail District).

Community Benefits and Considerations:

The Intergovernmental Agreement will allow the Flagstaff Police Department and Coconino County Sheriff's Office to jointly control crime and administer justice. This contributes to a Safe and Healthy Community by providing public safety services with resources, staff and training responsive to the community's needs.

Community Involvement:

RESOLUTION NO. 2023-09

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR MAINTENANCE AND CUSTODIAL SERVICES BY THE COCONINO COUNTY SHERIFF'S DEPARTMENT TO THE CITY OF FLAGSTAFF POLICE DEPARTMENT

RECITALS:

WHEREAS, Coconino County and City of Flagstaff desire to enter into an intergovernmental agreement for maintenance and custodial services by the Coconino County Sheriff's Department to the City of Flagstaff Police Department; and

WHEREAS, the Coconino County Sheriff's Department has been providing maintenance and custodial services to the City of Flagstaff Police Department since 2000; and

WHEREAS, in order to renew the agreement, including the scope of the Coconino County Sheriff's Department's maintenance and custodial services and the City's payment and other obligations with respect to such services, the County and the City desire to enter into an intergovernmental agreement ("IGA") in the form attached hereto as Exhibit A.

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 Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

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 7th day of March, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
A. – IGA

**INTERGOVERNMENTAL AGREEMENT
FOR
MAINTENANCE AND CUSTODIAL SERVICES**

This INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) is made this ____ day of _____, 2023,

AMONG

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001 (hereinafter the “County”),

AND

THE CITY OF FLAGSTAFF, a municipal corporation, of 211 West Aspen Avenue, Flagstaff, Arizona 86001 (hereinafter the “City”),

AND

COCONINO COUNTY JAIL DISTRICT, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001 (hereinafter the “District”).

WHEREAS:

- A. Pursuant to ARS §11-251(6), the County provides suitable rooms for county purposes including custodial services, maintenance, utilities, landscaping and parking lots for buildings occupied by the Coconino County Sheriff’s Department; and
- B. Pursuant to its charter and ARS §§22-402 and 9-499.01, the City operates a police department including custodial services, maintenance, utilities, landscaping and parking lots for buildings occupied by the Flagstaff Police Department; and
- C. Pursuant to ARS §48-402(D) the District operates the Coconino County Jail including custodial services, maintenance, utilities, landscaping and parking lots for buildings occupied by the District; and
- D. Pursuant to ARS §11-952, the County, the City and the District may jointly exercise common powers and may enter into agreements for joint or cooperative action; and
- E. The Coconino County Sheriff’s Department, the Flagstaff Police Department and the District occupy portions of the Law Enforcement Administrative Facility located adjacent to the Coconino County Jail (hereinafter the “Building”); and
- F. Many systems including heating, air conditioning, emergency power and natural gas are common to the Building and the Coconino County Jail; and

- G. The Building and the Coconino County Jail require regular and unscheduled maintenance (hereinafter the “Maintenance”); and
- H. The County, the City and the District are willing to pay a pro rata share of the cost of the Maintenance based upon the areas they occupy in the Building and the Coconino County Jail; and
- I. The Building requires regular custodial services (hereinafter the “Custodial Services”); and
- J. The Building requires certain utilities to operate including electricity, water, sewer, natural gas, reclaimed water, and solar (hereinafter the “Utilities”); and
- K. The County, the City and the District are willing to pay a pro rata share of the Custodial Services and the Utilities based upon the areas they occupy in the Building; and
- L. The landscaping of the Building and the parking lots adjacent to the Building and the Coconino County Jail require regular and unscheduled maintenance (hereinafter the “Landscaping”); and
- M. The County, the City and the District are willing to pay a pro rata share of the cost of the Landscaping based upon the number of parking spaces authorized in each parking lot; and
- N. The landscaped areas adjacent to the Building and the Coconino County Jail require watering; and
- O. The County, the City and the District are willing to pay a pro rata share of the cost of reclaimed water for those landscaped areas (hereinafter the “Reclaimed Water”).
- P. The parking lots adjacent to the Building and the Coconino County Jail require snow plowing from time to time (hereinafter the “Snow Plowing”); and
- R. The County, the City and the District are willing to pay a pro rata share of the cost of Snow Plowing based upon the number of parking spaces authorized in each parking lot; and
- S. Each agency pays full cost for their own agency specific projects (i.e. carpet replacement for jail area); and
- T. The City and the County entered into an initial intergovernmental agreement of short duration on December 18, 2000, regarding shared payment costs concerning operating and maintaining the Building (hereinafter “Initial Agreement”).
- U. The City and the County amended the Initial Agreement on May 24, 2001, in order to extend the term of the agreement until June 30, 2001 or upon the execution of an

intergovernmental agreement of longer duration based upon actual cost data acquired regarding the operation and maintenance of the Building during the term of the Initial Agreement.

- V. The parties to this Agreement intend to replace the Initial Agreement with this Agreement of longer duration.

THEREFORE, in consideration of these premises and their mutual promises herein, the parties hereto agree as follows:

1. This Agreement commences on date of signature and runs for an initial period through June 30, 2023. Thereafter, unless terminated under the terms hereof, this Agreement is automatically renewed each year for an additional one-year period commencing on the first day of July after the expiration of the initial period or a period subsequent thereto, for five years. Effective as of the date hereof, this Agreement shall replace the Initial Agreement, as amended, in its entirety, and the Initial Agreement shall terminate immediately without further action.
2. This Agreement may be terminated at the end of a Period by any party hereto upon written notice of termination delivered to the other parties hereto prior to the first day of April in that Period.
3. The County, through the Coconino County Sheriff's Office, will provide the Custodial Services, Maintenance, and the Utilities.
4. The County, the City, and the District will pay the pro rata shares of the cost of the Custodial and Maintenance Services as set forth in Exhibit A.
5. The staff of the County, the City, and the District will meet and provide budget estimates for Maintenance and Custodial Services for the following budget cycle, no later than the end of December or when each agency deadline occurs.
6. The methodology for charging landscaping and snow plowing will split costs based on parking spaces used by each agency. The methodology for charging all other maintenance and custodial will split costs based on the square footage used by each agency.
7. The District will issue invoices to the City and the County for their pro-rata shares of the cost of Maintenance, the cost of Landscaping, and the cost of Snow Plowing on a bi-annual basis.
8. In the event that the cost of providing Maintenance and Custodial services, exceeds the amount budgeted, the County, the City and the District will each pay their respective pro rata share of any such overrun within ninety (90) days after the end of the Period in which the overrun occurs.

9. In the event that the cost of providing Maintenance and Custodial services is under the amount budgeted, the County, City and District will each receive a credit for their respective pro rata share of any such credit within ninety (90) days after the end of the Period in which the overrun occurs.
10. This document constitutes the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.
11. The County, the City and the District agree:
 - (a) To submit all reports and invoices specified in this Agreement.
 - (b) The County, the City and the District shall preserve and make available all records for a period of five (5) years from the date of the last day in the Period in which the record was made under this Agreement and for such period as is required by any other paragraph of this Agreement including the following:
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for such a period of five (5) years from the date of any such termination;
 - (2) Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by any party shall be retained by the County or the District until such appeals, litigations, claims or exceptions have been finally resolved.
 - (3) If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
12. Unanticipated costs and revenues occurring under this Agreement will be allocated by agreement of the parties Authorized Representatives who are designated as follows:
 - a. City - Deputy Chief of Support Services, Flagstaff Police Dept
 - b. County - Chief Deputy - Coconino County Sheriff's Office
 - c. District - Chief Deputy
13. The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

14. This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement shall be void.
15. The parties hereto shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and Federal Executive Order No. 11246, State Executive Order No. 99-4 and A.R.S. §41-1461 et. seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have access to employment opportunities. The parties hereto shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The parties hereto shall comply with Title 6 of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The parties hereto shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services.
16. Each party as Indemnitor shall at all times indemnify, keep indemnified, defend and save harmless each other party as Indemnitees and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by the Indemnitees on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, fault, mistake, or negligence of the Indemnitor, its employees, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Indemnitor and/or its subcontractors or claims under similar such laws or obligations. The Indemnitor's obligations under this paragraph shall not extend to any liability caused by the sole negligence of an Indemnitee or its employees.
17. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.
18. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with Section 38 of this Agreement and the laws of the State of Arizona.
19. If any part of this Agreement shall be held unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.
20. This Agreement may be cancelled for conflict of interest in accordance with the requirements of Section 38-511 of the Arizona Revised Statutes.

21. The County and the District shall each maintain appropriate insurance.

a. In no event shall the total coverage be less than the minimum insurance coverage specified below:

i. Commercial General Liability including Law Enforcement Legal Liability on an occurrence format in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) policy aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations. The General Liability policy shall include the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

ii. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include “any auto.” Such insurance shall include coverage for loading and unloading hazards.

iii. Workers’ compensation coverage with Employer’s Liability split limits of \$1,000,000 each for each accident/ disease of each employee/ disease policy limit. The insurer must agree to waive all rights of subrogation against the other parties to this contract and their officers, agents, employees and volunteers for losses arising from work performed by the insured entity for other parties to this contract.

b. The County shall name the City and the District, their agents, officials and employees as additional insureds for the commercial general liability (including errors and omissions) and automobile liability coverage. Within ten (10) days of signing this Agreement, the County shall furnish the City and the District with copies of the Certificate of Insurance drawn in conformity with the above insurance requirements. The City and the District reserve the right to request and receive certified copies of any or all of the above policies and/or endorsements.

c. The District shall name the City and the County, their agents, officials and employees as additional insureds for the commercial general liability (including errors and omissions) and automobile liability coverage. Within ten (10) days of signing this Agreement, the District shall furnish the City and the County with copies of the Certificate of Insurance drawn in conformity with the above insurance requirements. The City and the County reserve the right to request and

receive certified copies of any or all of the above policies and/or endorsements.

- d. The City of Flagstaff shall name the County and the District, their agents, officials and employees as additional insureds for the commercial general liability (including errors and omissions) and automobile liability coverage. Within ten (10) days of signing this Agreement, the City shall furnish the County and the District with copies of the Certificate of Insurance drawn in conformity with the above insurance requirements. The County and the District reserve the right to request and receive certified copies of any or all of the above policies and/or endorsements.
22. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under ARS §12-1518, litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obliged to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.
 23. The City, County and District each agrees that each shall have the right at reasonable times and places to inspect, copy and audit any books, accounts, time cards, correspondence or any other records or documents which are used to determine the performance or cost of the services to be performed under this Agreement. Audit and inspection costs shall be borne by the party requesting the audit or inspection.

Reasonable times and places means between 8 a.m. and 5 p.m. Monday through Friday in the Administrative Offices of the party whose documents are being audited or inspected. Any party shall have access to and the right to examine any directly pertinent books, documents, papers and records of the others related to this Agreement for a period of two (2) years after final payment under this Agreement.
 24. No party shall be liable to any other for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, or any other cause beyond the reasonable control of the party at fault.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the dates hereinbefore indicated.

CITY OF FLAGSTAFF

COCONINO COUNTY

By _____
Becky Daggett, Mayor

By _____
Patrice Horstman
Chairwoman, Board of Supervisors

ATTEST:

ATTEST:

City Clerk

Lindsay Daley, Clerk of the Board

Approved as to form:

Approved as to form:

City Attorney

Deputy County Attorney

COCONINO COUNTY
JAIL DISTRICT

By _____
Patrice Horstman
Chairwoman, Board of Directors

ATTEST:

Lindsay Daley, Clerk of the Board

Approved as to form:

Deputy County Attorney

**EXHIBIT A
EXAMPLE IGA % CALCULATIONS**

TOTAL FACILITIES																
	Basis	Total	FPD	Sheriff	Sheriff Page	SAR	County	Jail	Page Jail							
Operations	Square Footage	205,661	29,900	14.5%	18,736	9.1%	3,265	1.6%	9,500	4.6%	2,888	1.4%	130,062	63.2%	11,310	5.5%
Snow Plow	Parking Spaces	436	219	50.2%	115	26.4%			0	0.0%	20	4.6%	82	18.8%		
Landscape	Parking Spaces	436	219	50.2%	115	26.4%			0	0.0%	20	4.6%	82	18.8%		
Utilities	Square Footage	125,242	0	0.0%	0	0.0%			0	0.0%	2,888	2.3%	122,354	97.7%		(Jail Only)
Natural Gas	Square Footage	181,586	29,900	16.5%	18,736	10.3%			0	0.0%	2,888	1.6%	130,062	71.6%		(Flag Campus)
MAINTENANCE																
	Basis	Total	FPD	Sheriff	Sheriff Page	County	Jail	Page Jail								
Operations	Square Footage	196,161	29,900	15.2%	18,736	9.6%	3,265	1.7%	2,888	1.5%	130,062	66.3%	11,310	5.8%		
Snow Plow	Parking Spaces	436	219	50.2%	115	26.4%			20	4.6%	82	18.8%				
Landscape	Parking Spaces	436	219	50.2%	115	26.4%			20	4.6%	82	18.8%				
Utilities	Square Footage	125,242	0	0.0%	0	0.0%			2,888	2.3%	122,354	97.7%			(Jail Only)	
Natural Gas	Square Footage	181,586	29,900	16.5%	18,736	10.3%			2,888	1.6%	130,062	71.6%			(Flag Campus)	
CUSTODIAL																
	Basis	Total	FPD	Sheriff	County	Jail										
Operations	Square Footage	59,232	29,900	50.5%	18,736	31.6%	2,888	4.9%	7,708	13.0%						
Utilities	Square Footage	56,344	29,900	53.1%	18,736	33.3%	0	0.0%	7,708	13.7%	(LEAF Bldg Only)					
Reclaimed Water	Parking Spaces	436	219	50.2%	115	26.4%	20	4.6%	82	18.8%						
*note - Parks & Rec pays for the meter at Sawmill Park. When the meter is on, they pay their portion of the reclaimed water billing based on the meter reading																
WARRANTS																
	Basis	Total	City Court	Sheriff												
Operations	Number of Warrants	5,876	3,400	57.9%	2,476	42.1%										
RECORDS																
	Basis	Total	FPD	Sheriff	Jail											
RMS Records (Incidents / Bookings)		27,945	17,335	62.0%	3,848	13.8%	6,762	24.2%								
Less Discount for Records not Disseminated 25%																

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Allison Hughes, Support Services Manager
Co-Submitter: Katie Brandis
Date: 03/01/2023
Meeting Date: 03/07/2023



TITLE:

Consideration and Adoption of Resolution No. 2023-06: A Resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Coconino County, the Coconino County Jail District, and the City of Flagstaff for provision of records management, filing, and reporting services by the City of Flagstaff

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-06 by title only
- 2) City Clerk reads Resolution No. 2023-06 by title only (if approved above)
- 3) Adopt Resolution No. 2023-06

Executive Summary:

Approve the Intergovernmental Agreement (IGA) with the Flagstaff Police Department, the Coconino County Sheriff's Office, and the Coconino County Jail District, for the Flagstaff Police Department to provide Records management and customer support services for all parties, for a 5-year term, in the estimated annual amount of \$103,002.00 in FY23.

Financial Impact:

For the Flagstaff Police Department to provide Records services for all parties, for a five year term, it is estimated that the annual amount for FY 23 is \$103,002. The City, County and District will pay the pro-rata shares of the cost of the Records Sections services.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Provide public safety services with resources, staff and training responsive to the communities needs.

Carbon Neutrality Plan

DD-2: Assists in providing public safety services with adequate resources and staff time in ensuring that our neighborhoods are safe for community members to travel in.

Regional Plan

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

Has There Been Previous Council Decision on This:

When the Law Enforcement Administrative Facility was completed in 2000, the Coconino County Sheriff's Office, Coconino County Jail District, and the Flagstaff Police Department began the collocation in the new building. Simultaneously, Intergovernmental Agreements (IGA's) were executed to provide details of the shared services. The Flagstaff Police Department provided Dispatch services and Records services, and the Sheriff's Office provided Information Technology services, Maintenance and Custodial services, and Warrants services. These IGA's were in place until now.

Options and Alternatives:

The alternative to shared services would be for each agency to budget employees and equipment for the services of Dispatch, Records, Warrants, Information Technologies, and Maintenance/Custodial.

Background/History:

When the Law Enforcement Administrative Facility was completed in 2000, the Coconino County Sheriff's Office, Coconino County Jail District, and the Flagstaff Police Department began the collocation in the new building. Simultaneously, Intergovernmental Agreements (IGA's) were executed to provide details of the shared services. The Flagstaff Police Department provided Dispatch services and Records services, and the Sheriff's Office provided Information Technology services, Maintenance and Custodial services, and Warrants services. These IGA's were in place until now.

Since these agreements have been in place, technology and services have evolved. All agencies have negotiated current services and we are requesting the Jail District Directors and the Board of Supervisors to approve the agreements.

For the Records IGA:

The Flagstaff Police Department Records Section provides support for law enforcement personnel, manages law enforcement records, files and reports, and provides limited public access to law enforcement records. They also provide storage, retrieval, and disposition of certain of the records under the management of the Sheriff's Office and the Jail District.

Community Benefits and Considerations:

The Intergovernmental Agreement will allow the Flagstaff Police Department and Coconino County Sheriff's Office to jointly control crime and administer justice. This contributes to a Safe and Healthy Community by providing public safety services with resources, staff and training responsive to the community's needs.

Community Involvement:

Inform the Council and public on the Intergovernmental Agreement and how the partnering agencies are providing public safety services with adequate resources.

RESOLUTION NO. 2023-06

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY, THE COCONINO COUNTY JAIL DISTRICT, AND THE CITY OF FLAGSTAFF FOR PROVISION OF RECORDS MANAGEMENT, FILING, AND REPORTING SERVICES BY THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, Coconino County, the Coconino County Jail District, and City of Flagstaff desire to enter into an intergovernmental agreement for the provision of records management, filing, and reporting services by the City of Flagstaff; and

WHEREAS, the City of Flagstaff Police Department has been providing public safety records management, filing and reporting services to the Coconino County Sheriff's Department and the Coconino County Jail District since 2000; and

WHEREAS, in order to renew the agreement, including the scope of the City's records maintenance, filing and reporting services and the County's and Jail District's respective payments and other obligations concerning such services, the County, the Jail District and the City desire to enter into an intergovernmental agreement ("IGA") in the form attached hereto as Exhibit A.

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 Coconino County, the Coconino Jail District, and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

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 7th day of March, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
A. – IGA

**RECORDS MANAGEMENT, FILING AND REPORTING SERVICES
INTERGOVERNMENTAL AGREEMENT**

THIS RECORDS MANAGEMENT, FILING AND REPORTING SERVICES INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2023, among the City of Flagstaff (“City”), an Arizona municipal corporation, on behalf of the Flagstaff Police Department (“Police Department”), Coconino County (“County”), a political subdivision of the State of Arizona, on behalf of the Coconino County Sheriff’s Office (“Sheriff’s Office”), and the Coconino County Jail District, a political subdivision of the State of Arizona (“Jail District”).

RECITALS

A. The City, County and Jail District entered into an Intergovernmental Agreement (“IGA”) dated July 1, 2000, for the establishment of the City/County Law Enforcement Administrative Facility at Sawmill Road, within the City of Flagstaff, Coconino County, Arizona, for the Police Department and the Sheriff’s Office.

B. The Flagstaff Police Department Records Section (“Records Section”) provides support for law enforcement personnel, manages law enforcement records, files and reports and provides limited public access to law enforcement records.

C. In furtherance of the overall purposes of the IGA, the City, County and Jail District desire to establish a formal agreement for the provision by the Police Department Records Section of services to the Sheriff’s Office and Jail District consisting of the storage, retrieval and disposition of certain of the records under the management of the Sheriff’s Office and Jail District.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 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:

AGREEMENT

ARTICLE I

TERM

A. This Agreement shall commence on date of signature and runs for an initial period through June 30, 2023. Thereafter, unless terminated under the terms hereof, this Agreement is automatically renewed each year for an additional one-year period

commencing on the first day of July after the expiration of the initial period or a period subsequent thereto, for five years. Effective as of the date hereof, this Agreement shall replace the Initial Agreement, as amended, in its entirety, and the Initial Agreement shall terminate immediately without further action.

This Agreement may be terminated at the end of a period by any party hereto upon written notice of termination delivered to the other parties hereto prior to the first day of April in that period.

ARTICLE II

SCOPE OF CITY'S SERVICES

A. GENERAL SCOPE. The City, through the Records Section of the Police Department, agrees to accept documents from the Sheriff's Office and Jail District ("Records") for filing, storage, retrieval, management and control as set forth in more detail below. The Records to be provided by the Sheriff's Office and Jail District to the Records Section will include, but not be limited to, the following classes of documents, copies of which are attached to this Agreement and designated as the respective exhibits appearing after each document listed:

1. Jail Booking Records
2. Traffic Citation
3. Department Report
4. Vehicle Accident Report
5. Private Property Accident

Sheriff's Office and Jail District personnel will regularly provide Records to the Records Section. Unless otherwise specified below, Records Section personnel will file the Records according to the following timeline, provided that each Record contains all of the information necessary for filing. The Records Section shall process all Records through the following steps within twelve (12) hours of receipt by the Records Section:

- 1) Department Reports placed in numerical order; Criminal History Files placed in order by booking number.
- 2) Copied and routed as required.
- 3) Sheriff's Office Department Reports shall be date stamped received by the Records Section.

The City, County and Jail District acknowledge that the Records listed above are not intended to be a comprehensive list of all Records but are listed as the classes of documents that will be provided by the Sheriff's Office and Jail District to the Records Section and are an indication of the volume and complexity of the information flow from the Sheriff's

Office and Jail District to the Records Section. The City, County and Jail District further agree that the priority in proceeding with the Records work shall be at the discretion of the Records Section Supervisor, subject to the time restrictions set out above.

The Records Section will store Sheriff's Office Department Reports for no more than three (3) years plus the current year. Within forty-five (45) days of the start of each year, the Records Section will box hard copy Records three (3) years or older (not to include the current year) and deliver to the Sheriff's Office. The Records Section will box and deliver Criminal History Files on subjects that have no activity and/or have not been booked for three (3) years plus the current year to the Jail District within forty-five (45) days of the start of each year. The Records Section will not accept any permanent Sheriff's Office or Jail District Records, as defined by the Arizona State Department of Library and Archives, at any time.

The Records Section shall submit all Sheriff's Office and Jail District records to any and all local, national, and international law enforcement networks as requested by the Sheriff's Office and Jail District, as applicable.

B. PERSONNEL. The Police Department shall hire Records Section personnel through City of Flagstaff personnel policies and procedures and in such a manner as to protect the integrity and confidentiality of the Records.

C. EQUIPMENT. The Police Department shall provide emergency repairs, temporary personnel and any other means and methods necessary to protect the Records, files and reports from any failure of the records and reports equipment and systems.

D. RECORDS RETENTION AND STORAGE. The Records Section shall be responsible for the storage, retrieval, and disposition of all Records under its management in accordance with the records retention and storage requirements of the State of Arizona, as provided in Arizona Revised Statutes Section 41-1346, et seq.

E. SECURITY OF COMPUTER DATA BASE. The Police Department shall provide security against unauthorized access to the Sheriff's Office's and Jail District's computer records databases and hard copy files under the Record Section's control. This security shall include methods of detecting unauthorized access. The Police Department shall make security checks on a frequent but irregular basis on all telecommunications and/or data lines serving the computers.

F. SECURITY OF RECORDS. The Records Section shall provide security for all law enforcement records and files in its possession, including reasonable physical security with locks and alarms, and the secured storage areas shall be in compliance with Building Codes and Fire Codes.

Original Records may not be removed from the Records Section other than for viewing or copying, except upon presentation of a written authorization signed by an Authorized Representative of a party specifically describing the document to be removed and the

reason for its removal. Duplicate copies of original documents may be removed from a file in accordance with the terms and conditions of this Agreement.

G. PUBLIC INFORMATION COUNTER WINDOW SERVICE. The Records Section personnel shall provide courteous, efficient and effective service to those citizens utilizing the Records service and shall assist citizens in the completion of various forms as may be required to use the Records service. Records personnel will assist visitors in locating Sheriff staff in the facility when necessary. The Records Section personnel shall follow all Police Department policies and procedures.

Records Section personnel shall verify that the citizen has properly completed the proper records request form. Records Section personnel may release the Records listed below without the review of the Sheriff's Office's Records Custodian.

Record List:

- 1) Arizona State Motor Vehicle Accident Report Forms and supplements for accidents on cases other than fatality accidents;
- 2) Department Reports and any attached list of damaged or stolen property for any property crime with no suspect information may be released to the victim or the victim's representative.
- 3) Other records as mutually agreed in writing by the Sheriff's Office, Jail District and the Police Department.

The Records Section shall be equipped with a Telecommunications Device for the Deaf. Appropriate personnel shall be trained in the use of the device.

H. REPORTING INFORMATION. The Records Section shall make Department Reports and files available for daily, weekly, monthly or other timely retrieval as reasonably required by the Sheriff's Office and Jail District. In the event of a scheduling conflict at or during the time that a report is ordered or printed, Sheriff's Office and Jail District requests shall have equal priority with requests made by the Police Department. The Sheriff's Office and Jail District recognize that timely and accurate records, files, and reports are dependent upon prompt delivery of information to the Records Section.

I. PERSON/PROPERTY INQUIRIES. The Records Section shall provide timely response to requests for property hit confirmation in accordance with Arizona Criminal Justice Information Systems requirements. Further, the records clerk completing the transaction shall complete a Recovered Property Checklist. The Records Section shall forward copies of the Checklist and NCIC clearance slips to the Sheriff's Office for follow-up, and the Records Section will retain the originals thereof.

J. MISCELLANEOUS SERVICES. The Records Section shall provide to the Sheriff's Office the following additional services:

- 1) Photocopying of Sheriff's Office crime reports for prosecution purposes and civil litigation, including delivery of this material to the appropriate agency.
- 2) Delivery and records transmittal to and from the City and County Courts, Juvenile Detention Center, City Attorney's Office and County Prosecutor's Office as requested.

K. PERFORMANCE. If the Police Department fails to perform the Records, Filing, Reporting, or other essential services provided by its Records Section personnel as required herein, the Sheriff's Office or Jail District may specify such failure and provide notice thereof in writing in accordance with Article X of this Agreement.

ARTICLE III

COUNTY'S OBLIGATIONS

A. ANNUAL SERVICE FEE. The County agrees to pay the City fees for services under this Agreement in quarterly payments within thirty (30) days following invoicing by the City at the end of each calendar quarter. Fees and costs associated with the City's provision of Records services to the Sheriff's Office will be based upon the number of Sheriff's Office Department Records Management System records and Jail Booking Files received by the Records Section as a percentage of the total Department Records and Jail Booking Files received by the Records Section from the Sheriff's Office and the Jail District, plus Department Records generated by the Police Department. The County, City and Jail District will pay the their pro rata shares of the cost of the Records Section's services described in this Agreement for the initial term and any extended term of this Agreement, less a 25% discount for records not disseminated, and less their pro-rated revenue from records fees. (See Exhibit A.)

Every 3 years, Parties will meet and review actual number of records distributed and may adjust the credit percentage to reflect more accurate costs.

Fees will be based on the annual operating budget for the Records Section, as outlined in Exhibit B. Exhibit B will be updated annually for budgeted amounts and then adjusted for actual cost differences from the prior year should there be a difference from budget. The adjustment shall be applied prospectively to the costs per record. Upon the concurrence of the affected parties through the concurrence of the Sheriff, the Police Chief and/or the chief administrator of the Jail District, as the case may be, credits may be issued for unprogrammed work performed or reimbursements received by any party.

B. INFORMATION AND COORDINATION. The County recognizes its obligation to keep the Records Section fully informed of anticipated changes that may affect the Records Section's operations and fully involved in the design of data entry report forms and report format and agrees that the Sheriff's Office's Authorized Representative will coordinate all elements of report formats with the Police Department's Authorized Representative. In

order to support the accuracy of the Record Section's window service communications, the Sheriff's Office shall regularly provide a current list of Sheriff's Office employees by name, division and telephone number to the Records Section Supervisor. The Sheriff's Office shall give current information to the Records Supervisor on any special investigative communication requirements and/or special staffing projects in a timely manner.

ARTICLE IV

JAIL DISTRICT'S OBLIGATIONS

A. ANNUAL SERVICE FEE. The Jail District agrees to pay the City fees for services under this Agreement in quarterly payments within thirty (30) days following invoicing by the City at the end of each calendar quarter. Fees and costs associated with the City's provision of Records services to the Jail District will be based upon the number of Jail District's Department Reports and Criminal History Files received by the Records Section as a percentage of the total Department Reports and Criminal History Files received by the Records Section from the Jail District and the Sheriff's Office, plus Department Reports generated by the Police Department. The County, City and Jail District will pay the following pro rata shares of the cost of the Record Section's services described in this Agreement for the initial term and any extended term of this Agreement:

- a. The County – nine percent (9%)
- b. The Jail District – twenty-five percent (25%)
- c. The City – sixty-six percent (66%)

Fees will be based on the annual operating budget for the Records Section, as outlined in Schedule A. Schedule A will be updated annually for budgeted amounts and then adjusted for actual cost differences from the prior year should there be a difference from budget. The adjustment shall be applied prospectively to the costs per record. Upon the concurrence of the affected parties through the concurrence of the Sheriff, the Police Chief and/or the chief administrator of the Jail District, as the case may be, credits may be issued for unprogrammed work performed or reimbursements received by any party.

B. INFORMATION AND COORDINATION. The Jail District recognizes its obligation to keep the Records Section fully informed of anticipated changes that may affect the Record Section's operations and fully involved in the design of data entry report forms and report format and agrees that the Jail District's Authorized Representative will coordinate all elements of report formats with the Police Department's Authorized Representative.

ARTICLE V

AUDIT AND INSPECTION

The City, County and Jail District each agrees that each shall have the right at reasonable times and places to inspect, copy and audit any books, accounts, time cards, correspondence or any other records or documents which are used to determine the performance or cost of the services to be performed under this Agreement. Audit and inspection costs shall be borne by the party requesting the audit or inspection.

Reasonable times and places means between 8 a.m. and 5 p.m. Monday through Friday in the Administrative Offices of the party whose documents are being audited or inspected. Any party shall have access to and the right to examine any directly pertinent books, documents, papers and records of the others related to this Agreement for a period of two (2) years after final payment under this Agreement.

ARTICLE VI

AUTHORIZED REPRESENTATIVES

The City, County and Jail District mutually agree that a process to solve problems and manage change as the Records system continue to evolve and grow in sophistication is essential to the proper administration of this Agreement.

The City, through the Police Department, the County, through the Sheriff's Office, and the Jail District hereby designate the following representatives who shall have authority to represent the City, County and Jail District, respectively, in carrying out the terms of this Agreement:

- a. City - Deputy Chief of Support Services, Flagstaff Police Dept
- b. County - Chief Deputy - Coconino County Sheriff's Office
- c. District - Chief Deputy

If a party changes its representative, such part shall provide notice to the other parties of the name of the new representative in accordance with Article X.

ARTICLE VII

RIGHTS OF ACCESS AND USE

The Sheriff's Office and Jail District shall have access to and use of the Records Section for any and all law enforcement activities related to the provisions of this Agreement, including records, reports, and files that are available in or supplied by the Records Section. The Records Section shall provide the Sheriff's Office and Jail District each with a full and complete Standard Operating Procedure Manual and any manual revisions.

ARTICLE VIII

TERMINATION

This Agreement may be terminated by any party upon at least ninety (90) days' prior written notice for breach of any material term or condition of this Agreement, failure to meet standards of acceptance and performance, and/or loss of an essential service.

ARTICLE IX

INDEMNITIES

A. INDEMNIFICATION OF THE CITY BY THE COUNTY. The County covenants and agrees to indemnify, hold harmless and defend the City from and against any and all claims, demands, costs, actions, suits, liabilities, losses, and expenses, of whatever kind and nature whatsoever, that may arise or result from any act, action, or omission of the County under this Agreement or that may arise or result from the release by the Records Section of any records listed in Section II(A) above in accordance with the terms of this Agreement. The County's covenant and obligations under this provision shall survive any termination of this Agreement.

B. INDEMNIFICATION OF THE CITY BY THE JAIL DISTRICT. The Jail District covenants and agrees to indemnify, hold harmless and defend the City from and against any and all claims, demands, costs, actions, suits, liabilities, losses, and expenses, of whatever kind and nature whatsoever, that may arise or result from any act, action, or omission of the Jail District under this Agreement or that may arise or result from the release by the Records Section of any records listed in Section II(A) above in accordance with the terms of this Agreement. The Jail District's covenant and obligations under this provision shall survive any termination of this Agreement.

C. INDEMNIFICATION OF THE COUNTY AND THE JAIL DISTRICT. The City covenants and agrees to indemnify, hold harmless and defend the County and the Jail District, and each of them, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses of whatever kind and nature whatsoever that may arise or result from any act, action or omission of the City under this Agreement. The City's covenant and obligations under this Agreement shall survive any termination of this Agreement.

ARTICLE X

NOTICES

Any notice or communication required under this Agreement shall be in writing and shall be effective when personally delivered or when addressed:

If to Coconino County: Coconino County

Attention: Deputy County Manager
219 E. Cherry Avenue
Flagstaff, Arizona 86001

With a copy to: Coconino County Sheriff's Office
Attention: Sheriff
911 E. Sawmill Road
Flagstaff, Arizona 86001

If to the Jail District: Coconino County Jail District
Attention: Deputy Chief
951 E. Sawmill Road
Flagstaff, Arizona 86001

With a copy to: Coconino County
Attention: Deputy County Manager
219 E. Cherry Avenue
Flagstaff, Arizona 86001

If to the City: City of Flagstaff
Attention: Deputy City Manager
211 W. Aspen Avenue
Flagstaff, Arizona 86001

With a copy to: City of Flagstaff Police Department
Attention: Chief of Police
911 E. Sawmill Road
Flagstaff, Arizona 86001

and deposited, postage prepaid, and certified with return receipt requested, in the United States mail.

ARTICLE XI

GENERAL MATTERS

A. AUTHORITY TO CONTRACT. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

B. DISPUTE RESOLUTION.

1. Mediation.

If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation.

2. Arbitration.

If mediation is unsuccessful to resolve any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties agree to resort to arbitration as provided in Sections 12-1518 and 12-133, Arizona Revised Statutes.

C. INTEGRATION; MODIFICATION. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for all parties.

D. FORCE MAJEURE. No party shall be liable to any other for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, or any other cause beyond the reasonable control of the party at fault.

E. WAIVER. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by any party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

F. HEADINGS. The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

G. GOVERNING LAW. This Agreement will be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

H. CANCELLATION. This agreement may be cancelled due to conflicts of interest pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF FLAGSTAFF

Becky Daggett, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

COCONINO COUNTY

Patrice Horstman,
Chairwoman of the Board of Supervisors

Attest:

Clerk of the Board

Approved as to Form:

Deputy County Attorney

COCONINO COUNTY JAIL DISTRICT

Patrice Horstman,
Chairwoman of the Board of Directors

Attest:

Clerk of the Board

Approved as to Form:

Deputy County Attorney

**EXHIBIT A
EXAMPLE IGA % CALCULATIONS**

TOTAL FACILITIES																
	Basis	Total	FPD		Sheriff		Sheriff Page		SAR		County		Jail		Page Jail	
Operations	Square Footage	205,661	29,900	14.5%	18,736	9.1%	3,265	1.6%	9,500	4.6%	2,888	1.4%	130,062	63.2%	11,310	5.5%
Snow Plow	Parking Spaces	436	219	50.2%	115	26.4%			0	0.0%	20	4.6%	82	18.8%		
Landscape	Parking Spaces	436	219	50.2%	115	26.4%			0	0.0%	20	4.6%	82	18.8%		
Utilities	Square Footage	125,242	0	0.0%	0	0.0%			0	0.0%	2,888	2.3%	122,354	97.7%		(Jail Only)
Natural Gas	Square Footage	181,586	29,900	16.5%	18,736	10.3%			0	0.0%	2,888	1.6%	130,062	71.6%		(Flag Campus)
MAINTENANCE																
	Basis	Total	FPD		Sheriff		Sheriff Page		County		Jail		Page Jail			
Operations	Square Footage	196,161	29,900	15.2%	18,736	9.6%	3,265	1.7%	2,888	1.5%	130,062	66.3%	11,310	5.8%		
Snow Plow	Parking Spaces	436	219	50.2%	115	26.4%			20	4.6%	82	18.8%				
Landscape	Parking Spaces	436	219	50.2%	115	26.4%			20	4.6%	82	18.8%				
Utilities	Square Footage	125,242	0	0.0%	0	0.0%			2,888	2.3%	122,354	97.7%				(Jail Only)
Natural Gas	Square Footage	181,586	29,900	16.5%	18,736	10.3%			2,888	1.6%	130,062	71.6%				(Flag Campus)
CUSTODIAL																
	Basis	Total	FPD		Sheriff		County		Jail							
Operations	Square Footage	59,232	29,900	50.5%	18,736	31.6%	2,888	4.9%	7,708	13.0%						
Utilities	Square Footage	56,344	29,900	53.1%	18,736	33.3%	0	0.0%	7,708	13.7%	(LEAF Bldg Only)					
Reclaimed Water	Parking Spaces	436	219	50.2%	115	26.4%	20	4.6%	82	18.8%						
*note - Parks & Rec pays for the meter at Sawmill Park. When the meter is on, they pay their portion of the reclaimed water billing based on the meter reading																
WARRANTS																
	Basis	Total	City Court		Sheriff											
Operations	Number of Warrants	5,876	3,400	57.9%	2,476	42.1%										
RECORDS																
	Basis	Total	FPD		Sheriff		Jail									
RMS Records (Incidents / Bookings)		27,945	17,335	62.0%	3,848	13.8%	6,762	24.2%								
Less Discount for Records not Disseminated 25%																

**EXHIBIT B
SAMPLE BILLING**

**City of Flagstaff
Records Shared Costs - Program 0223
Fiscal Year 2022**

	Budget	Actual
Direct Costs - Police Records O&M 0223	\$ 957,742	\$ 957,742
NAU/Pinewood Reimbursements for RMS	(17,793)	(17,793)
(1) Indirect Costs - Police Admin O&M 0220	129,318	129,318
(2) Capital	-	-
Subtotal	<u>1,069,267</u>	<u>1,069,267</u>
Cost Allocation 3.97%	42,450	42,450
Total Records Cost	<u>\$ 1,111,717</u>	<u>\$ 1,111,717</u>
 (3) Sheriff	15.77%	15.77%
Jail	17.63%	17.63%
 Sheriff Portion of Police Records	175,318	175,318
Less: 25% Not disseminated	(43,830)	(43,830)
Less: Revenue Offset	(3,000)	(3,000)
Sheriff Portion of Police Records	128,488	128,488
 Jail Portion of Police Records	195,996	195,996
Less: 25% Not disseminated	(48,999)	(48,999)
Less: Revenue Offset	(3,000)	(3,000)
Jail Portion of Police Records	143,997	143,997
Total Sheriff and Jail	272,485	272,485
 (1) Indirect Calculation		
Section 061 O&M	18,621,425	18,621,425
Less: Admin O&M 0220	2,214,356	2,214,356
Section 061 Operations	<u>16,407,069</u>	<u>16,407,069</u>
 Records O&M 0223	957,742	957,742
Records as % of Section 061 Operations	5.84%	5.84%
Section 061 Admin O&M Allocation to 0223	<u>129,318</u>	<u>129,318</u>
 (2) Capital Calculation		
	Cost	Cost
	-	-
Total Capital Allocation	<u>-</u>	<u>-</u>
 (3) RMS Percentage of Records Calculation		
	FY 2022 Actual # Documents	% Documents
Police Dept Records	17,538	66.60%
Jail Records	4,644	17.63%
Sheriff Records	4,154	15.77%
Total	<u>26,336</u>	<u>100.00%</u>

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: CJ Perry, Information Technology Director
Co-Submitter: Allison Hughes
Date: 03/01/2023
Meeting Date: 03/07/2023



TITLE:

Consideration and Adoption of Resolution No. 2023-11 : A resolution approving an intergovernmental agreement between Coconino County, the Arizona Board of Regents for and on behalf of Northern Arizona University, and the City of Flagstaff for provision of IT Technology Services by the City of Flagstaff

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-11 by title only
- 2) City Clerk reads Resolution No. 2023-11 by title only (if approved above)
- 3) Adopt Resolution No.2023-11

Executive Summary:

Approve the Intergovernmental Agreement (IGA) with the Flagstaff Police Department, NAU Police Department, and the Coconino County Sheriff's Office, for shared use of IT Technology Services across all three agencies.

Financial Impact:

This agreement amends the previous agreement where the City of Flagstaff would pay the County Sheriff's Office for IT services and support. In this new agreement, IT services, support and maintenance will be managed and provided within and by each respective agencies. However, the City, County and District will pay the pro-rata shares of the cost of any technology infrastructure and upgrade purchases that benefit all agencies.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Provide public safety services with resources, staff and training responsive to the communities needs.

Carbon Neutrality Plan

DD-2: Assists in providing public safety services with adequate resources and staff time in ensuring that our neighborhoods are safe for community members to travel in.

RESOLUTION NO. 2023-11

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY, ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY, AND THE CITY OF FLAGSTAFF FOR PROVISION OF IT TECHNOLOGY SERVICES BY THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, the City of Flagstaff, Coconino County, and the Arizona Board of Regents for and on behalf of Northern Arizona University desire to enter into an intergovernmental agreement for provision of IT Technology Services by the City of Flagstaff; and

WHEREAS, the Coconino County Sheriff's Department has been providing public safety IT services to the City of Flagstaff's Police Department and the Northern Arizona University Police Department since 2000; and

WHEREAS, in order to update the agreement, including the scope of the County's IT services and the City's payment and other obligations with respect to such services, the County, the Arizona Board of Regents for and on behalf of Northern Arizona University, and the City of Flagstaff desire to enter into an intergovernmental agreement in the form attached hereto as Exhibit A.

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 Coconino County, the Arizona Board of Regents for and on behalf of Northern Arizona University, and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

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 7th day of March, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

**INTERGOVERNMENTAL AGREEMENT
FOR INFORMATION SYSTEMS SERVICES IN PUBLIC SAFETY**
between
**the City of Flagstaff, Coconino County, and
Arizona Board of Regents
for and on behalf of
Northern Arizona University**

This intergovernmental agreement (“Agreement”) is entered into this ___ day of _____, 2023, between the CITY OF FLAGSTAFF (“CITY”), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, COCONINO COUNTY, (“COUNTY”) a political subdivision of the State of Arizona, with offices at 219 East Cherry Avenue, Flagstaff, Arizona 86001, and the Arizona Board of Regents, a body corporate with perpetual succession pursuant to the laws of the State of Arizona, acting for and on behalf of NORTHERN ARIZONA UNIVERSITY (“NAU”), a public institution of higher education, with an address of PO Box 4124, Flagstaff, Arizona 86011.

RECITALS

- A. The CITY, COUNTY and NAU (which may be referred to herein as a “PARTY” or the “PARTIES”) each operate their own public safety computer network and have benefited over recent years from sharing access to the Criminal Justice Information System (“CJIS”) Servers, joint access servers, and joint access databases under a prior IGA.
- B. The PARTIES now desire to enter into this updated Agreement to reconfigure the roles and responsibilities of the PARTIES with respect to these joint access servers and joint access databases.
- C. It is in the best interest of the citizens of Flagstaff and Coconino County for the PARTIES to share resources, information and costs of operation to provide more efficient and cost-effective solutions for public safety information needs.
- D. The CITY and COUNTY have entered into a separate agreement for the transfer of the COUNTY’s NORAZ domain, including physical infrastructure, to the CITY’s control and possession. As of fiscal year 2022, physical and logical migration of CITY Police infrastructure commenced. Since that time the CITY and NAU have had access to the COUNTY’s enterprise network. Until the NORAZ migration is complete, the CITY and NAU will continue to have access to the COUNTY’S Enterprise Network.
- E. The CITY has access to COUNTY hosted shared systems and information technology (“IT”) infrastructure at Law Enforcement Administrative Facility (“LEAF”) , such as, but not limited to, closed circuit television (“CCTV”), and badge readers. This access is at the sole discretion of the COUNTY.
- F. The PARTIES are authorized to enter into Intergovernmental Agreements pursuant to A.R.S. §§ 11-952 and 41-2631 et seq.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the PARTIES agree as follows:

1. Purpose

The purpose of this Agreement is to provide a technical framework that allows for data sharing and cost sharing of public safety information across the named PARTIES.

(See **Appendix A**, for specific PARTY responsibilities regarding data integrity.)

2. Scope

2.1 Definitions of shared systems

Shared Systems - Any servers, networking, databases, or other data or infrastructure for the purpose of this Agreement to facilitate data sharing between PARTIES. See “Network Layout” section for a diagram. Shared systems include the below listed elements.

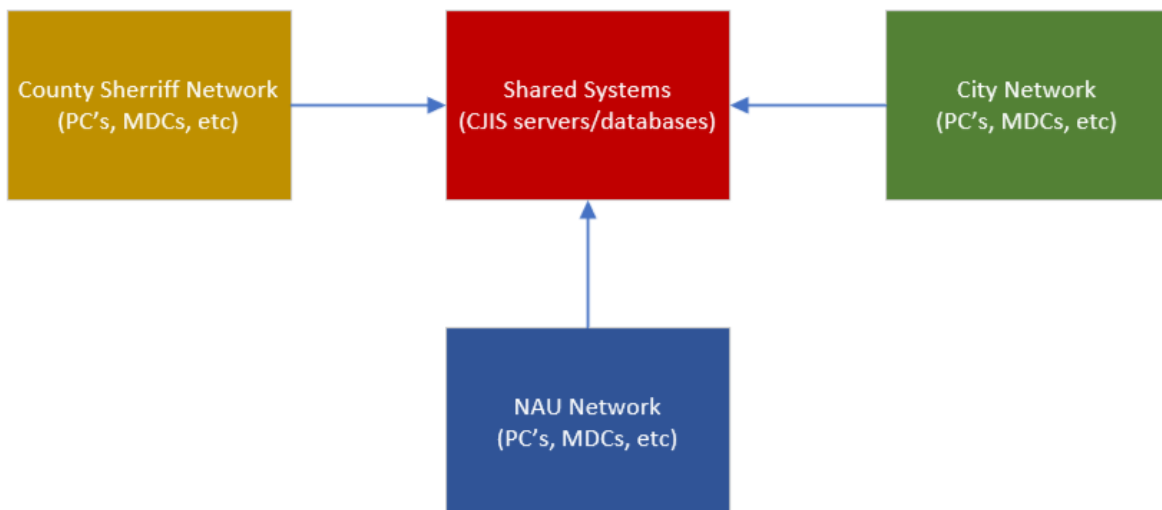
Computer Aided Dispatch (CAD) - The dispatch software.

Records Management System (RMS) - The records software. Includes the Jail Management System (JMS)

(See **Appendix A, B, C and D and H** for additional definitions and descriptions of shared systems and data, PARTY responsibilities, and non-shared systems and data)

2.3 **Network Layout:** The following diagram is a simplified shared network diagram. All co-managed servers and shared data is stored in a centralized network. The PARTIES manage their end-user devices in their own network but connect to the shared/co-managed servers, databases.

*Note: This diagram is illustrative only. It does not capture all technology or configurations within the various networks.



2.4 Rights and Responsibilities of All PARTIES: Shared Systems

-Administrative logical and physical access to all shared systems

- Ability to audit or request 3rd party audit of all shared systems be agreed upon by Criminal Justice Information Services (“CJIS”) compliant auditor.
- The PARTY who is the primary support agency will be responsible for remediation within 30 days unless otherwise agreed upon for critical life safety applications.

ALL PARTIES agree to full read access to any owned data in the “Shared System” infrastructure covered under this Agreement, unless access is limited due to Internal Affairs or on-going investigation.

2.5 **General Operations - Responsibilities of PARTIES: COUNTY Hosted Shared Systems**

All PARTIES will comply with all COUNTY IT governance, risk, and compliance policies while accessing COUNTY networks. It is the responsibility of all PARTIES to ensure their vendors comply with COUNTY governance, risk, and compliance policies while accessing COUNTY networks.

2.6 **General Operations - Responsibilities of PARTIES: Shared Systems**

All PARTIES will bear full responsibility for their employees, officers, and agents use of any of the shared systems. Each PARTY (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other PARTIES (as “indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, indemnitor's officers, officials, agents, employees, or volunteers.

One PARTY will be listed as a primary support for each particular system or device. Each PARTY will have the capability and responsibility to create and maintain its own user accounts on each of the shared systems as needed. (See **Appendix A** for primary support responsibility for various interfaces.)

All infrastructure inventory of shared infrastructure devices will be maintained by the PARTY acting as the primary support agency and include the following information:

- Estimated replacement costs of equipment for budgeting purposes
- Refresh Cycle (See **Appendix B** for equipment refresh period.)
- Purchase Date
- Primary Support PARTY
- Additional Configuration Information as needed

Backups (See **Appendix D** for backup responsibilities)

- Primary backups will be stored onsite
- Secondary and tertiary backups may be stored offsite. If redundant backup sites are at PARTY locations, escorted access will be provided to all PARTIES upon request.

Software Contracts

- Subject to Section 3 of this Agreement, City of Flagstaff will pay for the cost of software maintenance, licensing and upgrades and invoice other PARTIES per this Agreement for their share of the costs. (See **Appendix G** for how cost sharing is calculated.)

-

Miscellaneous Responsibilities

- This Agreement recognizes that technology may change over time and this Agreement may not cover all technology upon initial creation. The PARTIES agree to meet and discuss any new technology that is being considered and the responsibilities that come with that prior to acquiring such technology. Any newly acquired technology will be added to the Agreement by an Amendment to the Agreement when it is acquired. Shared technology will be proposed and approved by all PARTIES, including timeline, dependent systems, available resources, and budgetary requests.
- See **Appendix D** for Miscellaneous Responsibilities and the primary support PARTY or owner for miscellaneous items or technologies.

2.7 Responsibilities of PARTIES: Non-Shared Systems Migrated to the City of Flagstaff

CITY will be the sole responsible entity for cyber security/privacy and cyber liability on non-shared CITY systems historically administered by the COUNTY Sheriff's Office on or before March 1, 2023 (See **Appendix H** for support responsibility of interfaces).

Rights and Responsibilities of ALL PARTIES (Respective PARTY Networks)

- Maintain all respective PC's, laptops, Mobile Data Computers (MDCs).
- Maintain all respective network equipment.
- Maintain all respective servers, storage, or other information systems infrastructure.
- Comply with security best practices including relevant Federal and State laws, public safety compliance guidelines and cyber-security policies governing the shared systems.
- All PARTIES will utilize federal best practices in order to provide a documented set of security guidelines for member PARTY networks to adhere to.
- Ability to request an audit of PARTY networks connecting to shared networks for security best practices.

2.8 Responsibilities of PARTIES: GIS Data Sharing

All PARTIES will provide and have access to relevant GIS data for the following purposes:

- State and Federal Compliance
- Any data that has a functional impact on public safety for 911 dispatch and emergency response.
- Limit data usage to 911 Dispatch and Emergency Response purposes only

(See **Appendix C** for specific data requirements and responsibilities.)

2.9 Shared Systems Security

All shared systems will be managed as a separate standalone network from any of the PARTIES. The shared systems network will treat all PARTY networks as if they were an

external “untrusted3” network from a security perspective. To that purpose, the shared systems network will be secured to the maximum possible extent while providing only the necessary access to authorized users of each PARTY.

- Compliance: All PARTIES will comply with Arizona Criminal Justice Information System (“ACJIS”) guidelines.
- Logging: Any access which PARTY member IT staff have will be with unique credentials and will be logged.

All PARTY administrative agents with access to the joint access systems will comply with the cyber-security and privacy policies of this Agreement. Failure to do so may result in revocation of individual administrative access. See **Appendix D** for cyber-security/privacy responsibilities.

2.10 After Hours Support

Each PARTY will provide 24 hour a day /7 days a week support for their respective systems identified in **Appendix A**.

Customers will be required to request after hours support from their PARTY IT support. If there is an issue that requires additional support from another PARTY IT department, the request will be made from the originating IT support staff and not directly from the customer.

2.11 **Change Control:** IT Support Staff from all PARTIES will follow a Change Control policy before any changes are made to joint access systems. (See **Appendix E** for Change Control Policy.)

2.12 **Problem Management:** All major infrastructure outages will be well documented per Problem Management policy. (See **Appendix F** for Problem Management Policy.)

3. Shared Systems Approvals and Funding

- All costs will be shared with all PARTIES. See **Appendix G** for how cost sharing is calculated.
- PARTIES will provide funding for all joint access network, server or other information systems infrastructure on the scheduled refresh date.
- PARTIES will provide funding for all shared software maintenance annually.
- All costs will be reviewed jointly by PARTIES on an annual basis and include the following year’s cost estimates.
- All enhancements, software license agreements, and all other agreements related to this Agreement, and/or purchases will be proposed and not adopted until approved by all PARTIES
- All costs are subject to budget adoption by each respective PARTY.

4. Transfer of Infrastructure and Responsibilities

This Agreement replaces the previous agreement #A2005-0118 and associated amendments. As part of this change, COUNTY Sheriff transfers the following infrastructure to the CITY’s sole control and all responsibilities associated with such infrastructure:

- All CITY Police PC’s, laptops MDC’s and other client access devices

- All Network Access Switches connecting to ports on the CITY police side of the shared public safety facility
- Any other computer infrastructure, network infrastructure or software applications solely used and accessed by CITY Police.

5. Confidentiality

The PARTIES shall comply with all applicable local, state, and federal confidentiality and privacy laws and regulations, including, but not limited to HIPAA. Nothing in this Agreement shall require or be construed to require any PARTY to violate such provisions of law or subject another PARTY to liability or render such PARTY to breach of this Agreement for adhering to such provisions of law. Confidential Information may include, but is not limited to personally identifiable health information, and other personally identifiable information such as financial, employment, or police records (“Confidential Information”)

Confidential Information may be supplied to the PARTIES solely for the purposes of performance under this Agreement and PARTIES agree not to use this data for any other purpose or to disclose the data to any third party, other than as provided below. The PARTIES shall be liable for any damages arising from breach of any local, state, or federal confidentiality or privacy laws related to each PARTY’s performance under this Agreement.

Each PARTY agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a PARTY or its employees or agents;
- ii. a PARTY can establish by reasonable proof was in that PARTY’s possession at the time of initial disclosure;
- iii. a PARTY receives from a third PARTY who has a right to disclose it to the receiving PARTY; or
- iv. is the subject of a court order, subpoena, or other legitimate disclosure request or demand under the Arizona Public Records Law, A.R.S. § 39-121 et. seq. or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive a public records request, subpoena or other similar applicable request or demand, you will give the PARTY which owns the data prompt notice and otherwise perform the functions required by applicable law.

Any violation by a PARTY of any provision under this Confidential Information section shall constitute a material breach of this Agreement, and as such the other PARTIES reserve the right to exclude that PARTY from this Agreement or to terminate the Agreement immediately without penalty and pursue any remedies allowed by law to prevent or remedy a breach by a PARTY of its obligations to the Confidential Information section to include injunctive relief.

6 Indemnification

The CITY will be the sole PARTY responsible for cyber security and cyber liability during the migration of NORAZ, once the City has domain administrative authority. During the migration, the CITY shall indemnify, defend and hold harmless the other PARTIES, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligent, reckless, or intentional wrongful conduct of the CITY, its members, directors, officers, employees, agents, attorneys and assigns while maintaining access to COUNTY enterprise networks or LEAF infrastructure. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its PARTIES. The amount and type of insurance coverage requirements set forth in this Agreement shall in no way be construed as limiting the scope of the indemnity in this paragraph.

In all other events, circumstances, or occurrences other than those addressed by the preceding paragraph, the following dual indemnification provision shall apply. To the fullest extent permitted by law, each PARTY to this Agreement shall indemnify, defend and hold harmless the other PARTIES, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligent, reckless, or intentional wrongful conduct 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. The amount and type of insurance coverage requirements set forth in this Agreement shall in no way be construed as limiting the scope of the indemnity in this paragraph.

ALL PARTIES shall provide evidence of cyber security insurance at the time the IGA is executed initially and on an annual basis.

7. Workers' 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.

8. Insurance

Each PARTY shall bear the risk of its own actions and shall maintain Cyber Liability in an amount not less than Two Million Dollars (\$2,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the Agreement or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy. Self-insurance by the State of Arizona shall be acceptable equivalent of this for NAU. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a PARTY.

9. Effective Date; Term; Renewal

- 9.1 Effective Date. This Agreement will become effective for each PARTY after approval by its governing body (the “Effective Date”).
- 9.2 Term. Except as otherwise provided in this Agreement, this Agreement will terminate on December 31, 2037.
- 9.3 Any PARTY may terminate its participation in this Agreement by providing the other PARTIES one hundred and eighty (180) days written notice.
- 9.4 Annually, the PARTIES will conduct a review of all appendices and any upcoming financial obligations due to infrastructure replacements or software upgrades. Every 3 years, the PARTIES will conduct a review of the entire Agreement and may make changes through an amendment signed by all PARTIES or terminate the Agreement.
- 9.5 This Agreement may be renewed through an amendment signed by all PARTIES for additional fifteen year periods.

10. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

11. Compliance with All Laws.

Each PARTY shall comply with all federal, state, and local laws applicable to its organization, rules and regulations.

12. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each PARTY.

13. 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 Nondiscrimination Act of 2008.

14. Legal Arizona Workers Act Compliance.

The PARTIES are required to comply with A.R.S. §41-4401, and hereby warrant 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”). The 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 PARTIES are complying with the warranties regarding compliance with the state and federal immigration laws.

15. 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.

16. 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.

17. Records and Retention Requirements.

The PARTIES shall retain all records related to this Agreement, and each PARTY shall have the right to inspect all records of the other PARTIES pertaining to the Agreement. The PARTIES shall retain all records related to this Agreement for a minimum of five (5) years following completion of the Agreement. Such records may also be audited by the Auditor General of the State of Arizona. This record retention requirement shall remain in effect five (5) years following expiration of this Agreement.

18. Governing Law.

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order. All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each PARTY agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

19. Dispute Resolution.

In the event of a dispute regarding the terms or the interpretation of this Agreement the PARTIES will consult with each other, in good faith, in an effort to settle the dispute. If the

PARTIES are unable to settle the dispute, the PARTIES may terminate this Agreement. As required by A.R.S. § 12-1518, the PARTIES agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.

20. Amendments.

This Agreement cannot be modified or changed except by a written instrument executed by authorized representatives of all PARTIES.

21. 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.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed as of the day and year first above written.

**ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY**

Signature: _____
Name: _____
Title: _____
Date: _____

REPRESENTING NORTHERN ARIZONA UNIVERSITY

The undersigned counsel for Northern Arizona University has reviewed the Agreement and determined that the Agreement is in proper form.

Signature: _____
Name: Michelle G. Parker
Title: General Counsel
Date: _____

CITY OF FLAGSTAFF

Name: Becky Daggett
Title: Mayor
Date: _____

REPRESENTING CITY OF FLAGSTAFF:

The undersigned counsel for the City of Flagstaff has reviewed the Agreement and determined that the Agreement is in proper form.

Signature: _____

Name: _____

Title: _____

Date: _____

COCONINO COUNTY

Attest:

Patrice Horstman

Chairman, Board of Supervisors

Date: _____

Lindsay Daley

Clerk of the Board

Date: _____

REPRESENTING COCONINO COUNTY:

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Coconino County Board of Supervisors.

Signature: _____

Deputy County Attorney

Date: _____

Appendix A - Shared System Responsibilities								
Software	Description	Vendor	Primary Support Agency	Backup Support Agency	Maintenance Cost	Upgrade Cycle (yrs)	Estimated Upgrade Cost	Amortized Upgrade Cost
Computer Aided Dispatch (CAD)	The 911 dispatch system including 911 GIS map updates.	Hexagon	COF	CCSO	\$ 172,997	4	\$ 750,000	\$ 187,500
*Fire Departments	Blue Ridge Fire, Flagstaff Fire, Forest Lakes, Highlands, Pinewood, Summit	Hexagon	COF	CCSO				
*Law Enforcement Agencies	FPD, NAJPD	Hexagon	COF	CCSO				
Informer	Links with DPS for criminal history	Hexagon	COF	CCSO		TBD / PARTIES	TBD / PARTIES	TBD / PARTIES
Mobile for Public Safety (MPS)	Mobile interface for CAD for patrol and fire	Hexagon	COF	CCSO		TBD / PARTIES	TBD / PARTIES	TBD / PARTIES
Firelink & Medview	CAD Interface with Firehouse/ESO	Hexagon	COF	CCSO		TBD / PARTIES	TBD / PARTIES	TBD / PARTIES
FlowMSP	CAD Interface with Pinewood Fire, Flagstaff Fire, Summit Fire	Hexagon	COF	CCSO		TBD / PARTIES	TBD / PARTIES	TBD / PARTIES
Ipage	CAD Interface SMTP Relay to Cell Phones	Hexagon	COF	CCSO		TBD / PARTIES	TBD / PARTIES	TBD / PARTIES
Recommended Unit Service	CAD Interface for Closest Fire Unit to Incident	Hexagon	COF	CCSO		TBD / PARTIES	TBD / PARTIES	TBD / PARTIES
Tracker	CAD Interface for tracking MDCs location	Hexagon	COF	CCSO		TBD / PARTIES	TBD / PARTIES	TBD / PARTIES
Crime Reports	Online web reports Crime Mapping for FPD	Hexagon	COF	CCSO		TBD / PARTIES	TBD / PARTIES	TBD / PARTIES
Records Management System (RMS)	Stores all records. CAD pushes data to RMS.	Hexagon	CCSO	COF	\$ 75,000	8	\$ 725,000	\$ 90,625
Jail Management System (JMS)	Part of the RMS but specific to the Jail	Hexagon	CCSO	COF		TBD / PARTIES	TBD / PARTIES	TBD / PARTIES
CopLink	Regional inter-agency criminal record database	Forensic Logic	COF	CCSO		TBD / PARTIES	TBD / PARTIES	TBD / PARTIES
Justice Web Interface (JWI)	Connection to State DPS for CJIS access	Arizona DPS	CCSO			TBD / PARTIES	TBD / PARTIES	TBD / PARTIES
E-Citation (CJ)	Part of the JWI connection for citations	Pragmatica	CCSO			TBD / PARTIES	TBD / PARTIES	TBD / PARTIES
AFIS Fingerprinting / LE Web	Fingerprinting & Law Enforcement Web mug shot repository	Arizona DPS	CCSO for connection			TBD / PARTIES	TBD / PARTIES	TBD / PARTIES
TRACS	Online traffic ticketing system	Arizona DOT	CCSO (future split)			TBD / PARTIES	TBD / PARTIES	TBD / PARTIES

Appendix B - NORAZ Infrastructure Refresh Cycle

Model	Description	Purchase Year	Refresh Cycle	Replacement Year	Replacement Cost	Amortized Annual Cost
C9300	CJIS Network (core)	2022	5	2027	13985	2797
C9300	CJIS Network (core)	2022	5	2027	13985	2797
R740xd	CADARC01	2021	4	2026	11500	2875
R740xd	CADDB1	2021	4	2026	11500	2875
R740xd	CADDB2	2021	4	2026	11500	2875
R640	CADINT01	2021	4	2026	9500	2375
R640	CADINT02	2021	4	2026	9500	2375
R640	CADTEST01	2021	4	2026	7500	1875
R640	CADTRAIN01	2021	4	2026	7500	1875
R640	MOBCOM01	2021	4	2026	7500	1875
R640	MOBCOM02	2021	4	2026	9500	2375
R730xd	RMSDB1	2021	4	2026	TBD / PARTIES	TBD / PARTIES
R530	RMSCOM1	2021	4	2026	TBD / PARTIES	TBD / PARTIES
R530	RMSAPP1	2021	4	2026	TBD / PARTIES	TBD / PARTIES
R730xd	RMSDB2	2021	4	2026	TBD / PARTIES	TBD / PARTIES
R530	WEBRMS	2021	4	2026	TBD / PARTIES	TBD / PARTIES
R640	TRACS (host)	2020	4	2024	33500	8375
R440	CJIS DC #1	2019	4	2023	5000	1250
VM	CJIS Veeam	2022	1	2023	5500	5500
DD3300	CJIS Backup storage	2020	4	2025	55000	13750
	Netwrix Auditor	2022	1	2023	4500	4500
FTD 2110	CJIS Firewall	2022	5	2027	6040	1208
FTD 2110	CJIS Firewall	2022	5	2027	6040	1208
* Replacement Cost as of 2022						

Appendix C - GIS Data Responsibilities

Description	Data Owner
Addresses	Each Respective Entity
Centerlines	Each Respective Entity
Buildings	Each Respective Entity
Encumbrance / Rights of Way	Each Respective Entity
Land Ownership	County IT
Municipal Boundaries	County IT
Fire Districts	County IT
Parcels	County IT
Subdivisions	Each Respective Entity
Mile Markers	County IT
ESN	COF
ESZ	COF
CON	COF
Special Addresses	COF
Common Place Names	COF
MSAG	Dispatch Coordinator
Data Requests	Each Respective Entity
Quarterly / Next Gen Standard Map Rolls	COF
Stich Points	COF
Annexations	COF
NAU Data	NAU

Appendix D – Miscellaneous Responsibilities

This Appendix covers responsibilities that don't fit neatly under other sections.

Cyber-Security and Cyber-Liability

The CITY will be the sole PARTY responsible for cyber security and cyber liability during the migration of NORAZ. Following completion of the migration, dual indemnification clause shall apply to ALL PARTIES.

The CITY will maintain access to all Cyber-Security tools, data and reports including but not limited to firewalls, malware detection/prevention, vulnerability scanning and other tools. In the event of a breach or suspected cyber security or privacy breach observed by any PARTY, all PARTIES agree to report the incident to all other PARTIES within 4 hours of the incident. The CITY will be responsible for forensic analysis of a breach and will provide a report to all PARTIES within 48 hours of completion. The CITY will be fully responsible for remediation and response including any applicable Federal and State laws.

Network Equipment

Due to the nature of network equipment in relation to Cyber-Security, the CITY will maintain primary responsibility for basic upkeep and maintenance of the joint access network equipment. Other PARTIES will have access to the configuration and administrative functions of the network equipment per the agreement.

Backups

Backups will be maintained by the COUNTY Sheriff on an interim basis, for all data within the Shared Network, until 30 days after the completion of the migration. The CITY will be responsible for the Backups from that time forward. All PARTIES will have access to the shared data backups but may not have access to the core backup system until it is migrated to a new shared managed system.

Data Integrity Specialist

The COUNTY Sheriff will maintain the responsibility and staffing for ensuring data integrity in the Shared Systems.

VoIP Paging

The COUNTY Sheriff will maintain support for the facility overhead paging system and the integration of that paging system into the CITY's VoIP system.

1. All PARTIES shall limit access among its staff to only those whose job function requires it and only to the components of the Shared Systems areas needed and shall at least quarterly review such internal authorized user lists to update as appropriate. Separations from employment should result in the immediate shut down by a PARTY of a prior authorized user's credentials to access the Shared System.

2. Individual PARTIES Subject to Annual Audit for Adherence to Required IT Security Measures

- a) Each PARTY to this Agreement shall be subject to audit by the CITY IT Security Officer to verify its adherence to the minimum cyber security requirements outlined in this Agreement. A finding of failure to adhere to these requirements, shall constitute a material breach of this Agreement such that the PARTY in noncompliance shall have their access to the Shared Systems blocked by CITY IT until the noncompliant PARTY achieves compliance and this has been verified by the CITY IT Security Officer.
- b) The CITY shall establish, maintain and upgrade as needed the Shared Systems infrastructure, both hardware and software, along with needed connectivity. CITY IT shall allow access to the Shared Systems by approved vendors in a timely manner for needed maintenance, repairs or expansion of the system as determined by the PARTIES, and in accordance with the ACJIS Security Policy.

VIII. Notification Required by PARTIES for Cyber Incident(s) Which May Affect Shared Systems

- 1. Each PARTY shall be responsible to notify the Other PARTIES within 4 hours of any known or suspected cyber security or privacy breach involving its own internal network, or emanating from its own elected officials, officers, employees or volunteers, whether or not known to have affected the Shared Systems, and to quarantine its internal network from the Shared Systems should this occur, until cleared by ALL PARTIES .

Appendix D - Misc Responsibilities	
Description	Owner
Cyber-Security	COF
Cyber-Liability Insurance	COF
Network Equipment	COF
Backups	COF
Data Integrity Specialist	CCSO
VoIP Paging	CCSO

Appendix E - CJIS Change Control Policy

Request for Change

All changes to CJIS co-managed infrastructure will be communicated via email to all agencies. This email will include the proposed change, the reason for change, and a backout plan. All changes will apply an analysis and approval process based on the criteria below.

Change Definitions

- **Priority** = How soon the Change needs to be completed
 - **Urgent** = Must be completed immediately
 - **High** = Must be completed within the next couple weeks
 - **Medium** = Should be completed but no strict timeframe
 - **Low** = If not completed, it wouldn't have a large negative effect
- **Impact** = How many people the Change may affect
 - **High** = Nearly the entire organization
 - **Medium** = A group of people (i.e. a department or team)
 - **Low** = The change implementer and up to one other person
- **Risk** = Likelihood of a failure and/or difficulty recovering in case of unexpected issues
 - **Very High** = Unknown change and/or complete failure in case of issues (no recovery options)
 - **High** = Complex change and/or major failure in case of issues (full restore needed)
 - **Medium** = Common task (though may not have been done before) and/or simple back out plan (basic restore needed)
 - **Low** = Routine Task (similar task done before) and/or easy back out plan
- **Change Type**
 - **Standard** = We have an existing documented process (Low Risk and Low Impact)
 - **Minor** = Risk and/or Impact are Medium or lower
 - **Major** = Risk and/or Impact are Medium or higher
 - **Emergency** = Priority must be Urgent. This is almost always in response to a critical system failure that needs to be addressed immediately.

Change Approval Process

Standard Changes can be performed without any formal CAB approval. Only an email communicating the change is required. A Standard Change MUST have a CAB approved fully documented process and this process must be followed. This encourages staff to create documentation for regularly performed tasks.

Minor Changes can be approved via email as needed rather than waiting for a CAB meeting. A Minor change will be defined as a rating of one Medium/Low rating and one Low rating for Risk and Impact.

Major Changes would have any rating of Medium (or greater) for both Risk and Impact. These will be discussed and agreed upon at a CAB meeting.

Emergency Changes would be due to an outage or other emergency. Emergency Changes do require communication of the change but can be acted upon without CAB review. A detailed after-action report will be provided at a subsequent CAB meeting as to why the Emergency Change was needed.

Roles and Responsibilities

Change Advisory Board (CAB)

The CAB meeting will meet every other week to discuss changes. Additionally, the CAB meeting will be a time to review completed changes, failed changes, and old/delayed changes with lessons learned. Finally, the CAB meeting will be a place to discuss improvements to the change process.

Regular members of the Change Advisory Board include at least one person from each Agency. Additionally, the Change Requestor and any relevant personnel to the change will be invited to the CAB meeting.

Project Management

In some instances, a request may be large enough in scope or cost that it requires additional conversation and planning. The CAB meeting may be used as a way to request a larger project or initiative. In this case, a meeting will generally be scheduled to include both IT and business stakeholders from all PARTIES to discuss the costs, staffing commitments and other considerations before implementing a change or project. Any PARTY may request this further review for such a change request.

Appendix F - CJIS Problem Management Policy

Definition of a Problem

A Problem is an Infrastructure Outage that affects multiple users and/or departments.

Problem vs Incident/Ticket

An “Incident” or “Ticket” is a single event usually related to a single user. If multiple users experience the same interruption of IT Services, it then becomes a problem. A problem differs from an Incident in several key ways:

- A problem almost always requires escalation from Help Desk to higher level support.
- A problem often affects multiple people and may have multiple incidents/tickets associated.
- A problem often requires a change to the infrastructure to provide the fix.

Problem Process

During a Problem event, IT staff will make a determination as to which PARTY holds primary responsibility for resolution of the Problem. If the PARTY not responsible for the infrastructure receives a report from their staff regarding a Problem, they will reach out to the appropriate PARTY using each PARTIES process.

Upon initial resolution of the Problem, the supporting PARTY will inform all relevant stakeholders and PARTIES of the Problem resolution and any needed workarounds.

Step 2 – Root cause analysis

A root cause analysis will need to be completed following any Problem. This analysis can occur immediately following the Problem resolution or at the next convenient business day.

Results from the root cause analysis will be communicated to all stakeholders via email upon completion and discussed at the next Change Advisory Board meeting. The PARTIES will work to provide remediation to mitigate future Problems of a similar nature.

Appendix G – Cost Sharing

Costs for maintaining the public safety software systems will be split based on the following methodologies:

By User Count – This methodology splits costs based on the number of users (usually defined by number licenses) utilizing a system. This methodology is best used for software maintenance costs and network infrastructure costs. It generally is the default methodology when other methodologies don't fit well.

By Number of MDC's – This methodology is used for MPS and I Tracker, MDC interfaces with CAD

By Number of Seats – This methodology is used for CAD and interfaces from CAD to RMS

By Number of users of On-Call – This methodology is used for RMS and interfaces with CAD

By IT Efforts – This methodology splits costs by number of tickets, problems, changes or other statistics to show level of effort differences between agencies. The intent of the IGA is to share responsibilities so that IT efforts offset each other, but this methodology may be used in annual reviews to shift responsibility or adjust cost sharing as necessary.

In the first year of this agreement (July 1, 2022 thru June 30, 2023), all costs of the shared network **will be split based on the methodologies outlined above** unless otherwise agreed upon by each party at the time of purchase. In subsequent years, this appendix will be modified as necessary as part of an annual review.

Appendix H - Non-Shared Systems Migrated to the City of Flagstaff

Software	Description	Vendor	Support Agency	Migration Status	Maintenance Cost	Upgrade Cycle (yrs)	Estimated Upgrade Cost	Amortized Upgrade Cost
ESRI support of all CAD, Vesta, & Dispatch supported users	Map Roll, Mapping, and Data Support	ESRI	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
Vesta Phone 9-1-1	Shapefiles for Vesta 9-1-1 phone systems	ESRI	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
*Law Enforcement Agencies	FPD, NAUPD, Page PD, Sedona PD, Williams PD	ESRI	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
*National Parks	Grand Canyon National Park, Glen Canyon National Park	ESRI	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
Dispatch Map Support	Shapefiles for Dispatch when requested	ESRI	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
*Medical Response Agencies	Guardian Medical	ESRI	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
Verint Recorder / Goserco	Radio and phone recordings for CAD	Verint	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
Motorola Radios	Dispatch Radios PD and NAU	Motorola	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
BlueTeam / IA Pro	Manage Citizen Complaints and Internal Affairs Investigation	IA Pro	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
Intelligent Video Solutions	Interview Room IP Cameras & Server	Intelligent Video Solutions	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
AWACS Department of Homeland	NAU PD and FPD	DOHS	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
Amber Alert System	NAU PD and FPD	State of AZ	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
Silent Witness	Comes through Dispatch	County Attorney	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
Police Reports-US	Part of webRMS interface for public to access police reports	Police Reports.US	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
CarFax for Police	Part of webRMS interface for FPD	CarFax for Police	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
Bair Analytics	Part of webRMS for FPD Crime Analyst	Bair	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
Evidence.com	Axon/Taser and Body Cams	AXON	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
AdobePro	Adobe Professional Licensing	Adobe	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
Criticall	Dispatch Testing Software	Criticall	COF	COMPLETE	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
VM	CJIS DC #2		COF	PENDING IGA/MIGRATION		Hosted on County VM. Create as physical host on NORA2 or migrate to VM host		
VM	webmstest		COF	PENDING IGA/MIGRATION		Hosted on County VM. Create as physical host on NORA2 or migrate to VM host		
VM	LEAFNM - Netmotion Servier		COF	PENDING IGA/MIGRATION		Hosted on County VM. Create as physical host on NORA2 or migrate to VM host		
VM	OCRREMOTE: RD for City Attorney and City Warrant Officers		COF	PENDING IGA/MIGRATION		Hosted on County VM. Create as physical host on NORA2 or migrate to VM host		

Appendix I - County-Hosted Shared System Responsibilities

Vendor	Primary Support Agen	Backup Support Agen	Maintenance Cost	Upgrade Cycle (yrs)	Estimated Upgrade Cost	Amortized Upgrade Cost
Badge Pass	CCSO	COF	\$ 2,500		TBD / PARTIES	TBD / PARTIES
WiseNet	CCSO Facilities	TBD / PARTIES	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES
Velocity	CCSO Facilities	TBD / PARTIES	TBD / PARTIES		TBD / PARTIES	TBD / PARTIES

Appendix J – Other Expectations

Service Level Agreement

In the first year of this agreement (July 1, 2022 thru June 30, 2023), each party will work on a “best effort” basis for resolving issues. In future years, parties may agree to a more specific Service Level Agreement for response times on various issues.

Additional Expectations

Additional expectations may be agreed upon by all parties after an annual review of potential improvements, satisfaction, or issues that have occurred over the previous year.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Sterling Solomon, City Attorney
Date: 03/01/2023
Meeting Date: 03/07/2023



TITLE:

As Directed by the City Council: Consideration and Adoption of Resolution No. 2023-12: A resolution declaring City Council's opposition to the United States Supreme Court Decision in *Dobbs v. Jackson Women's Health Organization*; opposing Arizona Revised Statutes §§ 36-2321 through 2326, and other provisions of Arizona Law Criminalizing Abortion; and supporting the constitutional rights of pregnant persons, including their access to reproductive health care and abortions.

STAFF RECOMMENDED ACTION:

Staff proposes no specific course of action - if City Council so desires:

- 1) Read Resolution No. 2023-12 by title only
- 2) City Clerk reads Resolution No. 2023-12 by title only (if approved above)
- 3) Adopt Resolution No. 2023-12

Executive Summary:

In August 2022, a citizen petition was received by City Council requesting the Flagstaff City Council “discuss protecting Flagstaff residents from possible arrest and prosecution for providing, accessing or assisting with abortion services.” Not long after, then-Councilmember Aslan made a Future Agenda Item Request (FAIR) for Council to discuss a potential resolution on the matter of abortion in light of the recent US Supreme Court case known as *Dobbs v. Jackson Women's Health Organization* (which overturned *Roe v. Wade*), and also in light of state legislation related to abortion. A sufficient number of Councilmembers supported the FAIR.

In Arizona, the cities of Tucson and Phoenix adopted resolutions expressing opposition to *Dobbs v. Jackson Women's Health Organization*, and commenting on state legislation related to abortion. Flagstaff City Council had, and still has that same option, and also the option *not* to make a statement by resolution.

At the Council meeting on February 21, 2023 the Council discussed these options. The City Council was reminded that the State of Arizona regulates the health industry, not cities, and that if City Council desired a resolution for consideration, the recommendation would be for a resolution very similar to what Tucson and Phoenix adopted, *i.e.*, it would *not* create a law but would make a statement only. The City Council was also told at the February 21, 2023 meeting that if City Council gave direction to bring a potential resolution to City Council for consideration and possible adoption, that could occur at the March 7 meeting; or, that City Council could give no direction. A majority of City Council gave direction for the option to consider a resolution similar to Tucson and Phoenix resolutions.

At Council's direction, the resolution before you is legally sound for City Council's consideration and possible adoption.

Financial Impact:

None.

Policy Impact:

Adoption of a resolution would be a City Council policy statement.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

None.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

Council may adopt the resolution.

Council may not adopt the resolution.

Attachments: [Res. 2023-12](#)

RESOLUTION NO. 2023-12

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DECLARING COUNCIL'S OPPOSITION TO THE UNITED STATES SUPREME COURT DECISION IN *DOBBS V. JACKSON WOMEN'S HEALTH ORGANIZATION*; OPPOSING ARIZONA REVISED STATUTE §§ 36-2321 THROUGH 2326 AND OTHER PROVISIONS OF ARIZONA LAW CRIMINALIZING ABORTION; AND SUPPORTING THE CONSTITUTIONAL RIGHTS OF PREGNANT PERSONS, INCLUDING THEIR ACCESS TO REPRODUCTIVE HEALTH CARE AND ABORTIONS

RECITALS:

WHEREAS access to health care promotes the general welfare of Flagstaff residents; and

WHEREAS access to reproductive health care is critical to a pregnant person's physical, psychological, and socioeconomic well-being; and

WHEREAS the decision in *Dobbs v. Jackson Women's Health Organization* overrules *Roe v. Wade*, 410 U.S. 113 (1973); and

WHEREAS in the 55th Regular legislative Session in 2022 the Arizona Legislature adopted, and Governor Ducey signed, Senate Bill 1164, codified as A.R.S. §§ 36-2321 through 2326, which bans abortions after 15 weeks of gestation except in narrowly defined medical emergencies, and provides that physicians who violate the ban are guilty of a criminal offense and are subject to civil penalties; and

WHEREAS the decision in *Dobbs v. Jackson Women's Health Organization* allows Senate Bill 1164 and other state laws aimed at limiting or denying access to abortion care to go into effect, prompting the Center for Reproductive Rights to designate Arizona "hostile" to abortion care¹; and

WHEREAS, in our view as a matter of policy, the narrow medical emergency exception in Senate Bill 1164 does not adequately protect pregnant persons in instances of serious medical conditions that may not qualify as "medical emergencies";² and

WHEREAS the American College of Obstetricians and Gynecologists and other prominent medical organizations have determined that abortion bans will harm, rather than improve, patient health;³ and

¹ <https://reproductiverights.org/maps/state/arizona/>.

² *Id.* at https://www.supremecourt.gov/DocketPDF/19/19-1392/193074/20210920174518042_19-1392%20bsacACOGetal.pdf#page=37.

³ *Dobbs v. Jackson Women's Health Organization*, Brief of amici curiae Am. Coll. of Obstetricians and Gynecologists, Am. Med. Ass'n., et al., <https://www.supremecourt.gov/DocketPDF/19/19->

WHEREAS abortion bans disproportionately impact rural areas and minority and lower-income pregnant persons, with generally 75% of those seeking abortion care living at or below 200% of the federal poverty level and the majority identifying as Black, Hispanic, Asian, or Pacific Islander;⁴ and

WHEREAS forcing patients to continue pregnancy subjects them to complications and a risk of death that is 14 times higher than abortion;⁵ and

WHEREAS research shows that women denied a wanted abortion are less financially secure in subsequent years than those who received an abortion and being denied an abortion increases the chances that a woman's existing children live in poverty.⁶

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The City Council supports the rights of pregnant persons in the City to obtain access to the full spectrum of reproductive health care, including abortion care.

SECTION 2. The City Council opposes, as a matter of policy, the decision in *Dobbs v. Jackson Women's Health Organization*.

SECTION 3. The City Council opposes, as a matter of policy, Senate Bill 1164, enacted as A.R.S. §§ 36-2321 through 2326, and other Arizona laws aimed at limiting or denying access to abortion care, including A.R.S. §§ 13-3603 through 3605 and A.R.S. § 36-2159, which will harm the autonomy and well-being of pregnant persons.

SECTION 4. The City Council calls on the Arizona legislature to repeal A.R.S. §§ 36-2321 through 2326 and all other Arizona laws aimed at limiting or denying access to abortion care, and to enact laws that protect full access to reproductive health care, including abortion.

SECTION 5. The City Council supports the Flagstaff Police Department in establishing law enforcement priorities that consider the need to protect the physical, psychological, and socioeconomic wellbeing of pregnant persons and their care providers.

SECTION 6. The City Council supports the Flagstaff Police Department in establishing policies that require a report of an alleged violation of A.R.S. §§ 36-2321 through 2326, that is reported to have taken place at a medical facility, be referred to the Arizona Department of Health Services for investigation and that no physical arrest be made by the Flagstaff Police Department.

⁴ *Id.* at https://www.supremecourt.gov/DocketPDF/19/19-1392/193074/20210920174518042_19-1392%20bsacACOGetal.pdf#page=39.

⁵ *Id.* at https://www.supremecourt.gov/DocketPDF/19/19-1392/193074/20210920174518042_19-1392%20bsacACOGetal.pdf#page=40.

⁶ *Dobbs v. Jackson Women's Health Organization*, Brief of amici curiae Social Science Experts, https://www.supremecourt.gov/DocketPDF/19/19-1392/192992/20210920145519814_19-1392Amicus%20Brief.pdf#page=51.

SECTION 7. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of March, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY