CITY COUNCIL REGULAR MEETING AGENDA
A M E N D E D

REGULAR COUNCIL MEETING
MONDAY
AUGUST 28, 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.

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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 discussion and consultation 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 May 3, 2022, Regular Meeting of May 17, 2022, Work Session of May 31, 2022, Budget Retreat of April 27, 2023, Budget Retreat of April 28, 2023, Regular Meeting of May 2, 2023, Special Meeting of May 3, 2023, Work Session of May 9, 2023, Work Session of May 30, 2023, Special Meeting (Executive Session) of June 13, 2023, Special Meeting (Executive Session) of June 20, 2023, Special Meeting (Executive Session) of June 27, 2023, and Special Meeting (Executive Session) of July 3, 2023.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of May 3, 2022, Regular Meeting of May 17, 2022, Work Session of May 31, 2022, Budget Retreat of April 27, 2023, Budget Retreat of April 28, 2023, Regular Meeting of May 2, 2023, Special Meeting of May 3, 2023, Work Session of May 9, 2023, Work Session of May 30, 2023, Special Meeting (Executive Session) of June 13, 2023, Special Meeting (Executive Session) of June 20, 2023, Special Meeting (Executive Session) of June 27, 2023, and Special Meeting (Executive Session) of July 3, 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. **August Work Anniversaries**

Recognition of employees celebrating work anniversaries in the month of August

7. COUNCIL LIAISON REPORTS

8. APPOINTMENTS

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 the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. **Consideration of Appointments:** Housing Commission

STAFF RECOMMENDED ACTION:

Make one appointment to a Building & Real Estate Professional - Any seat expiring in September 2025.
Make one appointment to a Building & Real Estate Professional - Any seat expiring in September 2026.
Make one appointment to a Building & Real Estate Professional - Developer seat expiring in September 2026.
Make three appointments to Community Representative seats to terms expiring in September 2026.

B. **Consideration of Appointments:** Commission on Diversity Awareness.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring September 2026.

C. **Consideration of Appointments:** Parks and Recreation Commission.

STAFF RECOMMENDED ACTION:

Make three appointments to terms expiring August 2026.

D. **Consideration of Appointment:** Sustainability Commission.

STAFF RECOMMENDED ACTION:

Consideration of extension of two terms to October 2026.

9. LIQUOR LICENSE PUBLIC HEARINGS

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.

A. **Consideration and Approval of Letter of Support:** Ratification of Letter of Support for ADOT Wildlife Crossing Overpass Grant Application

STAFF RECOMMENDED ACTION:

Ratify the letter of support.

B. **Consideration and Ratification of Contract:** Ratify the Cooperative Purchase Contract with Empire Southwest for four pieces of Caterpillar heavy equipment for emergency response in the amount of $743,938.43, plus applicable fees and taxes, utilizing Department of Forestry and Fire Management funding.

STAFF RECOMMENDED ACTION:

1. Ratify the Cooperative Purchase Contract with Empire Southwest for the purchase of one Backhoe, one Skid Steer with attachments, one Front-End Loader, and one Skid Steer in the amount of $743,938.43, plus applicable fees and taxes; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Ratification of Resource Use and Sharing Agreement with Northern Arizona Intergovernmental Public Transportation Authority (hereafter "Mountain Line") regarding installation, electrical, foundation and landscaping services for two artworks for the Downtown Connection Center (DCC): Art Glass; and Southside Grove Sculpture.

STAFF RECOMMENDED ACTION:

Ratify Resource Use and Sharing Agreement with Mountain Line, GEN-2014-126-AG4-SA6 in an amount not to exceed $90,490.17.

D. **Consideration and Approval of Final Plat:** PZ-20-00216-05, Ben Fimbrez requests Final Plat approval for Fimbrez Estates located at 1300 W Lower Coconino Avenue, a six-lot, single-family subdivision on 10.04 acres in the Estate Residential (ER) Zone within the Resource Protection Overlay (RPO).

STAFF RECOMMENDED ACTION:

Approve the Final Plat and authorize the Mayor to sign the Final Plat and City/Subdivider Agreement when notified by staff that all documents are ready for signature and recordation.

E. **Consideration and Approval of Contract:** Ratification of the Emergency Construction Contract #2023-153 and subsequent Change Order 1 with Joe Dirt Excavating for the dredging and repair of Frances Short Pond in the amount of $414,484.44.

STAFF RECOMMENDED ACTION:

1. Ratify and approve the Emergency Construction Contract #2023-153 in the amount of $397,784.44 and the subsequent Change Order 1 in the amount of $16,700.00 for a total contract amount of $414,484.44 with Joe Dirt Excavating for the dredge and repair of Frances Short Pond after the post-wildfire flood events of 2022.
2. Ratify the authorization to the City Manager to execute all necessary documents.

F. **Consideration and Approval of Ratifying Grant Agreement**: Between FEMA Assistance to Firefighters Grant (AFG) and the City of Flagstaff for the Regional Training Grant.

STAFF RECOMMENDED ACTION:

Approve the ratification of the Grant Agreement to FEMA (Assistance to Firefighters) for grant funds totaling in the amount of $676,422.40 (Federal share $615,293.09, City/Fire District Share $61,529.31) to improve regional operational efficiency and scene safety.

11. ROUTINE ITEMS

A. **Consideration and Approval of Contract:** Consideration and Approval of Second Amendment - GMP 3 for Final Engineering Design and Construction Phase Repair Services with Hunter Contracting Co. for a Guaranteed Maximum Price (GMP) in the amount of $2,425,978.03 for the Inner Basin Waterline Restoration Project

STAFF RECOMMENDED ACTION:

1. Approve the Second Amendment - GMP 3 for Final Design and Construction Phase Repair Services with Hunter Contracting Company for a GMP of $2,425,978.03 and a contract duration of 160-calendar days for a total Agreement amount of $5,836,052.90; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Contract:** FY23/24 Insurance Program Renewal

STAFF RECOMMENDED ACTION:

Accept the renewal premiums for FY 2023-24 submitted by the Arizona Municipal Risk Retention Pool (AMRRP) for General Liability, E&O, SAM, Property, Auto, Marine, Crime, Cyber, Excess, and Worker's Compensation coverage; AON/Chubb/Travelers for Airport Liability and International Travel; and Industrial Commission of Arizona to fund the Firefighters Presumptive Cancer Claims (statutorily required).

12. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2023-46:** A resolution for the renewal of an Administrative IGA with Summit Fire & Medical District for the term of one-year.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-46 by title only
2) City Clerk reads Resolution No. 2023-46 by title only (if approved above)
3) Adopt Resolution No. 2023-46

B. **Consideration and Adoption of Resolution No. 2023-43:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Coconino County and the City of Flagstaff for the Application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2023 Local Solicitation/ CFDA #16.738

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-43 by title only
2) City Clerk reads Resolution No. 2023-43 by title only (if approved above)
3) Adopt Resolution No. 2023-43

C. **Consideration and Adoption of Resolution No. 2023-45:** A resolution of the Flagstaff City Council, adopting the Public Safety Personnel Retirement System 457(b) Deferred Compensation Program.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2023-45 by title only
2. City Clerk reads Resolution No. 2023-45 by title only (if approved above)
3. Adopt Resolution No. 2023-45

D. **Consideration and Adoption of Resolution No. 2023-44:** A resolution approving the Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the November 7, 2023 Special Election

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-44 by title only
2) City Clerk reads Resolution No. 2023-44 by title only (if approved above)
3) Adopt Resolution No. 2023-44

13. DISCUSSION ITEMS

A. Wildland Fire Management Program - Forest Health and Operations Update

STAFF RECOMMENDED ACTION:

Information only

14. 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 Citizens' Petition titled Mitigation of Impact of Pickleball Courts in Bushmaster Park

STAFF RECOMMENDED ACTION:

Council direction.

15. PUBLIC PARTICIPATION

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

17. 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

4. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/24/2023
Meeting Date:	08/28/2023

TITLE:

Consideration and Approval of Minutes: City Council Regular Meeting of May 3, 2022, Regular Meeting of May 17, 2022, Work Session of May 31, 2022, Budget Retreat of April 27, 2023, Budget Retreat of April 28, 2023, Regular Meeting of May 2, 2023, Special Meeting of May 3, 2023, Work Session of May 9, 2023, Work Session of May 30, 2023, Special Meeting (Executive Session) of June 13, 2023, Special Meeting (Executive Session) of June 20, 2023, Special Meeting (Executive Session) of June 27, 2023, and Special Meeting (Executive Session) of July 3, 2023.

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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: 05.03.2022 CCRM

05.17.2022 CCRM
05.31.2022 CCWS
04.27.2023 CCBR
04.28.2023 CCBR
05.02.2023 CCRM
05.03.2023 CCSM
05.09.2023 CCWS
05.30.2023 CCWS
06.13.2023 CCSMES
06.20.2023 CCSMES
06.27.2023 CCSMES
07.03.2023 CCSMES

CITY COUNCIL REGULAR MEETING
TUESDAY, MAY 3, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Deasy called the meeting of the Flagstaff City Council held May 3, 2022, to order at 3:05 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
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI (virtually)

Others present: Acting City Manager Heidi Hansen; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember Aslan read the Mission Statement of the City of Flagstaff, and Councilmember Salas 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. PUBLIC PARTICIPATION

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Wendy White addressed Council about the Community Assistance Teams of Flagstaff a/k/a CATs and their efforts to assist those without housing.

Councilmember McCarthy addressed Council and apologized to Eva Putzova for his comments during the Council vacancy appointment process. He spoke about the efforts made to create an open and fair process.

5. CITY COUNCIL APPOINTMENT

A. Consideration of Appointment of Councilmember

Mayor Deasy thanked all of the candidates for their participation. He stated that the quality of candidates made it a difficult decision for the Council.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Austin Aslan to appoint Khara House as Councilmember to serve a term expiring December 20, 2022.

Councilmember Salas thanked all of the applicants who stepped forward with an interest in serving the community. She stated that Ms. House is someone who can bring unity, cohesion, and diversity to the Council during the interim time.

Councilmember McCarthy stated that it was a very difficult decision with top notch candidates. He encouraged all of them to consider running in the November election.

Councilmember Shimoni expressed his gratitude for those who stepped forward for consideration. He is excited about the work ahead and he encouraged the other applicants to remain active and involved.

Vice Mayor Sweet stated that it took courage for each applicant to come forward. She thanked everyone for their efforts and commitment to Flagstaff.

Councilmember Aslan offered that the entire process was very encouraging, and he expressed a desire to see the applicants step forward during the election. He is excited for things to come with the Council.

Vote: 6 - 0 - Unanimously

B. Swearing In of New Councilmember

Presiding Judge Tom Chotena administered the Oath of Office to Khara House.

6. PROCLAMATIONS AND RECOGNITIONS

A. Proclamation: Mental Health Awareness Month

Mayor Deasy read the proclamation and presented it to Bryan Gest and Sirene Lipschutz of Terros.

B. Proclamation: Asian American and Pacific Islander Heritage Month

Mayor Deasy read the proclamation and presented it to Jean Toner on behalf of the Commission on Diversity Awareness.

C. Proclamation: Building Safety Month

Mayor Deasy read and presented the proclamation to Building Official Amy Palmer and her team.

D. Proclamation: National Nurses Week

Mayor Deasy read the proclamation.

E. Proclamation: Teacher Appreciation Week

Mayor Deasy read the proclamation.

F. Proclamation: Bike Month

Mayor Deasy read the proclamation.

Councilmember Salas also recognized Municipal Clerk Week, National Travel and Tourism Week, and that Saturday is National Train Day.

7. COUNCIL LIAISON REPORTS

Councilmember Salas reported that MetroPlan RTAC met the week prior and they discussed grant opportunities and the downtown connection center.

Councilmember McCarthy reported that the MetroPlan Board will be meeting later in the week.

Vice Mayor Sweet reported that the Water Commission has been working hard in their review of the Regional Plan and the Capital Improvement Plan. She also reported that the Beautification and Public Art Commission will be meeting the following Monday.

Councilmember Shimoni reported that he will be attending the Indigenous Commission, Transportation Commission, and Bicycle Advisory Committee meetings later in the week.

8. APPOINTMENTS

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 the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. Consideration of Appointments: Beautification and Public Art Commission.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to appoint Claire Johnson to a term expiring June 2025.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Austin Aslan, **seconded by** Mayor Paul Deasy to appoint Chris Verrill to a term expiring June 2025.

Vote: 7 - 0 - Unanimously

B. Consideration of Appointment: Sustainability Commission.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to appoint Paul Beier to a term expiring October 2022.

Vote: 7 - 0 - Unanimously

9. 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 McCarthy requested Item 9A be pulled for discussion.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve Items 9B through 9E as presented.

Vote: 7 - 0 - Unanimously

A. Consideration and Approval of Contract: Legends Entertainment District Marketing Agreement for advertising in downtown Phoenix on an electronic billboard, for a two year term at cost of $78,000 per year.

Councilmember McCarthy stated that billboards used to be a major eyesore in Flagstaff and Council and staff spent a lot of time removing those billboards. He feels that the request is contrary to Flagstaff values and that he would not be supporting a motion to approve the contract.

Councilmember Aslan offered words of agreement and that he would like to see all electronic billboards banned throughout the state.

Acting City Manager Heidi Hansen addressed Council stating that the billboard is not electronic, it is a static billboard that is located in Phoenix which is Flagstaff's largest tourism

market.

Convention and Visitor's Bureau Director Trace Ward provided a PowerPoint presentation that covered the following:

LEGENDS ENTERTAINMENT DISTRICT AGREEMENT
FY '22 CREATIVE
VEHICLE AND FOOT TRAFFIC IN #1 DRIVE MARKET
CURRENT OUT-OF-HOME CREATIVE
REQUEST TO RENEW CONTRACT
OTHER FLAGSTAFF REPRESENTATION
LEGENDS ENTERTAINMENT DISTRICT

Councilmember McCarthy stated that it is important for Flagstaff to build partnerships with other cities like Phoenix and if Phoenix wanted to put something like this in Heritage Square it would not be approved. He will not support the item.

Councilmember Aslan stated that he will support Councilmember McCarthy's position and noted that if it is something that is not wanted in Flagstaff it should not be imposed on another community.

Blake Edwards, the General Manager for Legends Entertainment District, stated that he understands the concerns but this is not a billboard but a presence piece located in the heart of downtown Phoenix. The District was set up specifically for these types of installations. The light positioning is directional, low level and it does not create ambient lighting in the surrounding area.

Councilmember Salas stated that the Legends Entertainment District is located in a designated signage district in Phoenix. The installation will bring in BBB tax dollars which funds all the programming within the fund. She is proud of the sustainable tourism message the piece conveys is an example of why Flagstaff has received awards for its outreach efforts.

Terry Madeksza, Chairperson for the Tourism Commission, stated that the location of the piece is in a specifically designated entertainment district. The Tourism Commission supports both the location and the messaging. The piece will be seen by millions of people.

Councilmember Shimoni offered that he sees value in what is being provided.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Adam Shimoni to approve the Contract with the Legends District.

Vote: 5 - 2

NAY: Councilmember Austin Aslan
Councilmember Jim McCarthy

B. **Consideration and Approval of Grant Agreements:** Arizona Office of Tourism Visit Arizona Initiative Grants: 1) Marketing Grant in the amount of $147,500.00; and 2) Marketing Regional Partnership Grant in the amount of $192,500.00

Approve the two agreements with the Arizona Office of Tourism Visit Arizona Initiative:

1. Marketing Grant Agreement; and
2. Marketing Regional Partnership Grant Agreement

C. **Consideration and Approval of Contract:** Cooperative Purchase Contract with vCORE Technology Partners, LLC in the amount of $58,491.73, plus applicable taxes, for VMWare software licensing and migration support.

1. Approve the Cooperative Purchase Contract with vCORE Technology Partners, LLC in the amount of $58,491.73, plus applicable taxes, for the purchase of VMWare software licensing and migration support; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Letter of Support:** Lowell Observatory Astronomy Discovery Center

Approve the letter of support

E. **Consideration and Approval of Letter of Support:** Museum Fire flooding congressionally directed spending request

Approve the letter of support.

10. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2022-10:** An ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Chapter 1-14, *Personnel System*, by amending the Employee Handbook of Regulations relating to Alternative Work Schedules; providing for penalties; repeal of conflicting ordinances; severability; and establishing an effective date

Interim Human Resources Director Brandi Suda stated that the amendments reflect the intention to continue forward with a remote work policy and transition to a City Manager Directive to allow for flexibility and modification.

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to read Ordinance No. 2022-10 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS RELATING TO ALTERNATIVE WORK SCHEDULES; PROVIDING FOR PENALTIES; REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to adopt Ordinance No. 2022-10.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of Preliminary Plat:** TLC PC Land Investors, LLC requests Preliminary Plat for Ghost Tree at Pine Canyon (PZ-21-00155-03) located at 3201 South Clubhouse Circle, a 12-unit single-family home subdivision on 7.87 acres in the Single-Family Residential (R1) Zone.

Senior Planner Genevieve Pearthree provided a PowerPoint presentation that covered the

following:

GHOST TREE AT PINE CANYON
REQUEST OVERVIEW
VICINITY MAP
GHOST TREE PRELIMINARY PLAT
REQUIRED FINDING #1: ZONING CODE (TITLE 10)
LOTS AND BUILDING ENVELOPES
RESOURCE PROTECTION PLAN
REQUIRED FINDING #2: ENGINEERING STANDARDS (TITLE 13)
MEETS ENGINEERING STANDARDS
WATER, SEWER, AND STORMWATER INFRASTRUCTURE
REQUIRED FINDING #3: SUBDIVISION STANDARDS (TITLE 11)
MEETS SUBDIVISION AND LAND SPLIT REGULATIONS (CHAPTER 11-20)
FINDINGS AND RECOMMENDATION
REQUIRED FINDINGS
STAFF RECOMMENDATION

Councilmember Aslan asked the density of the project. Ms. Pearthree stated that it is 1.3 units per acre.

Councilmember Aslan stated that gated communities are unfortunate and that he does not agree with what they stand for. With the housing emergency declared, this kind of zoning and community planning is contrary to what is needed in Flagstaff.

Councilmember McCarthy asked if it is appropriate to be approving plats when the developer has not fulfilled their obligation to build housing in Tract 22. Ms. Pearthree explained that the plat is a by-right project and the approval is only administrative.

Current Planning Director Alax Pucciarelli added that Tract 22 is under permit review for construction.

Councilmembers Aslan and McCarthy noted that the plat technically meets the findings, but it is contrary to the goals for housing and that Flagstaff needs more diversity in housing.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve the Preliminary Plat in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation of approval (6-0 vote in favor on April 27, 2022).

Vote: 7 - 0 - Unanimously

11. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2022-19:** A resolution of the Flagstaff City Council, adopting the Arizona State Retirement System Supplementary Salary Deferral Plan

Interim Human Resources Director Brandi Suda addressed Council stating that the resolution is adopting the ASRS supplementary salary deferral plan which is an additional deferred compensation option. SB1348 that passed in May 2021 requires that cities and towns offer this particular deferred compensation plan.

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2022-19 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING THE ARIZONA STATE RETIREMENT SYSTEM SUPPLEMENTAL SALARY DEFERRAL PLAN

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2022-19.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2022-20:** A resolution approving Binding Waivers of Enforcement for twenty-nine 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 – BINDING WAIVERS OF ENFORCEMENT
BACKGROUND
ORDINANCE 2020-28
PROP 207 CLAIMS
OVERVIEW OF PROP 207
BINDING WAIVER OF ENFORCEMENT

Councilmember Salas asked how many waivers have been approved related to High Occupancy Housing. Ms. Rubalcava stated that this is the fourth round of approvals and believes there were around 120 or so total.

Councilmember Salas stated that she would like to see Council consider a review of the High Occupancy Housing ordinance that is inviting the Prop 207 claims.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Khara House to read Resolution No. 2022-20 by title only.

Vote: 7 - 0 - Unanimously

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

Moved by Mayor Paul Deasy, **seconded by** Councilmember Khara House to adopt Resolution No. 2022-20.

Vote: 7 - 0 - Unanimously

A break was held from 4:55 p.m. through 5:14 p.m.

C. **Consideration and Approval of Lease Amendments:** Flagstaff Airport Rental Car Concessions, IFB 2011-09A: Amendment to leases with Avis Budget Car Rental LLC, Alamo Rental Car/National Car Rental, The Hertz Corporation, and Enterprise Rent-A-Car companies. (Amendment to current leases with car companies for a one-year extension)

Real Estate Manager Bryce Doty addressed Council stating that the lease amendments will extend the term of the car rental services contracts at the airport. The contracts had been in place since 2010 and it was time to go back out for new bids to update the contracts. An extension is needed to the current leases to allow the necessary time to complete the solicitation and bid review.

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to approve the amendments to the current leases agreement for a lease renewal for one (1) year between the City of Flagstaff and Avis Budget Car Rental LLC, Alamo Rental Car/National Car Rental, The Hertz Corporation, and Enterprise Rent-A-Car Companies and authorize the City Manager to execute all necessary documents.

Vote: 7 - 0 - Unanimously

E. **Consideration and Adoption of Resolution No. 2022-18:** A resolution of the City Council of the City of Flagstaff, Arizona, calling a Primary Election to be held on August 2, 2022 for the purpose of nominating two mayor candidates for the General Election

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2022-18 by title only.

Vote: 7 - 0 - Unanimously

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, CALLING A PRIMARY ELECTION TO BE HELD ON AUGUST 2, 2022, FOR THE PURPOSE OF NOMINATING TWO MAYOR CANDIDATES FOR THE GENERAL ELECTION

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2022-18.

Vote: 7 - 0 - Unanimously

12. DISCUSSION ITEMS

A. Proposed Framework for Residential Solar and Electric Bike Rebates

Sustainability Director Nicole Antonopoulos provided a PowerPoint presentation that covered the following:

PROPOSAL FOR RESIDENTIAL SOLAR AND ELECTRIC BIKE REBATES
AGENDA
RESIDENTIAL SOLAR AND ELECTRIC BIKE REBATE FRAMEWORK
RESIDENTIAL SOLAR REBATE – WHY?
RESIDENTIAL SOLAR REBATE FRAMEWORK
SCENARIO A: MODERATE INCENTIVE
SCENARIO B: AGGRESSIVE INCENTIVE

SCENARIO C: MAXIMUM INCENTIVE
RESIDENTIAL SOLAR REBATE – FUTURE ELEMENTS
E-BIKE REBATE – WHY?
E-BIKE REBATE FRAMEWORK
E-BIKE INCENTIVE
E-BIKE CONVERSION KIT INCENTIVE
E-BIKE REBATE – FUTURE ELEMENTS

Councilmember Aslan expressed concerns about inclusion and equity in applying the rebates. The effectiveness is getting the rebates where they need to be to get a more diverse clientele to take advantage of them.

Councilmember McCarthy stated that the proposed rebates will be for Type 1 and Type 2 e-bikes. One of those is not permitted on the city's FUTs trails and he does not think it is appropriate to give a rebate for a bike that can not be used on the trails. He also stated that he was surprised at how few people would benefit from the program.

Ms. Antonopoulos stated that once there is direction from Council, staff will present the material to the equity group for review and feedback.

Councilmember Shimoni expressed his full support for the e-bike rebate program.

Vice Mayor Sweet stated that she would like a more concrete plan on the solar rebate, and she is concerned about the equity. She likes the future elements on both programs but would appreciate additional information.

Mayor Deasy stated that with the limited funds available, it is great to be able to fund this at the moderate level with the low-income incentives being higher, and using the pilot to understand what improvements are needed. Starting at moderate level will help get the word out and then look at potentially expanding it.

Councilmember Aslan stated that he wants to make sure that the rebates are going to people who are in the market to buy and use a bike, not just an opportunity for someone to take advantage of a great deal. He asked that they keep that in mind as they develop ways to reach targeted groups.

Councilmember Salas stated that the program is for $50,000 for solar rebate and $25,000 for e-bikes. She asked if it is budgeted in the current fiscal year and if it will be proposed for a higher amount in the next fiscal year budget. Mr. Clifton stated that it is not a one-year project but one that may, if successful, warrant consideration for an ongoing program. The rebates are for the upcoming budget year.

Mayor Deasy asked for information to better understand how many low-income individuals are looking to put solar on their home. He is interested in the income brackets for those who are in order to better analyze what it would take for a low-income homeowner to have an opportunity to put solar on their home.

13. PUBLIC PARTICIPATION

None

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

Vice Mayor Sweet reported that she attended the Viola Awards; it was a great event and she extended congratulations to all of the winners. She also reported that she participated in the kick off to the Flagstaff Bike Month and that Friday is first Friday Artwalk downtown.

Councilmember McCarthy stated that his heart is in solidarity with the Ukrainian people.

Councilmember Sweet reported that she attended the grand opening and ribbon cutting of the Evergreen Academy Pre-school which is a partnership between Quality Connections and the YMCA. The pre-school was achieved through a grant from United Way and is under the guidance of Elevate Pre-K. It is offered to the community and provides a critical need for high quality childcare and a workforce development program for employees of Quality Connections.

Councilmember Shimoni offered his congratulations to all the Viola Award nominees and winners. He stated that May is Bike Month and encouraged people to visit www.flagstaffbiking.org for more information on all the events happening during the month. He also reported that the Coconino County Recovery Court graduation is happening in person for the first time since COVID, he encouraged people to take part and celebrate the hard work of the graduates.

Mayor Deasy expressed appreciation to Councilmember House and that he is looking forward to the contributions she brings to the Council.

15. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held May 3, 2022, adjourned at 6:01 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 May 3, 2022. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 28th day of August, 2023.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, MAY 17, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Deasy called the meeting of the Flagstaff City Council held May 17, 2022, 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: ABSENT:

MAYOR DEASY
VICE MAYOR SWEET
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER HOUSE
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI (virtually until 3:20 p.m.)

Others present: Senior Deputy City Manager Shannon Anderson; City Attorney Sterling Solomon.

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 September 1, 2020, Regular Meeting of September 15, 2020, Joint City/County Work Session, Special Meeting (Executive Session) of April 12, 2022, Special Meeting (Executive Session) of April 19, 2022, Special Meeting (Executive Session) of April 25, 2022, Special Meeting (Executive Session) of April 26, 2022, Special Meeting (Executive Session) of April 28, 2022, and Special Meeting (Executive Session) of May 2, 2022.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve the minutes of the City Council Regular Meeting of September 1, 2020, Regular Meeting of September 15, 2020, Joint City/County Work Session, Special Meeting (Executive Session) of April 12, 2022, Special Meeting (Executive Session) of April 19, 2022, Special Meeting (Executive Session) of April 25, 2022, Special Meeting (Executive Session) of April 26, 2022, Special Meeting (Executive Session) of April 28, 2022, and Special Meeting (Executive Session) of May 2, 2022.

Vote: 7 - 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.

Eric Wolverton, on behalf of Habitat for Humanity addressed Council about affordable housing and long-term housing affordability.

6. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** National Public Works Week

Mayor Deasy read and presented the proclamation to the City of Flagstaff Public Works Team.

B. **Proclamation:** Endangered Species Day

Mayor Deasy read and presented the proclamation.

C. **Proclamation:** Kids to Parks Day

Mayor Deasy read and presented the proclamation.

7. COUNCIL LIAISON REPORTS

Councilmember Shimoni reported that CJCC met last week and received an update from the CARE Team; they shared that 162 calls were diverted in six weeks. He also reported that Mountain Line appealed to ADOT on the denial of a traffic light at Phoenix and Milton; the appeal was denied and they are working to move that issue further up the chain for consideration.

Mayor Deasy reported that he met with executive team of the League of Arizona Cities and Towns. Of particular concern to this group is short-term rentals. There are ongoing discussions about increasing local authority of the situation.

Councilmember Aslan shared his thoughts on the traffic light proposal at Phoenix and Milton and can see the logic in the decisions made. He reminded the Council that individual opinions on the matter are just that and not the opinions of the Council as a whole.

Councilmember Salas reported that she attended the executive board meeting of ECONA. ECONA is engaging in a regional strategic plan for economic development to synthesize ongoing planning efforts related to transportation including the 10-year Housing Plan, workforce housing, development, and infrastructure needs. The Airport Commission is moving forward with a lot of planning, and they are hopeful that the paid parking system will be up and running soon. The Parks and Recreation Commission is actively seeking grant opportunities. They are also looking at future discussions regarding Friends of Flagstaff Parks and Recreation.

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 Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration of Ratification of Grant Agreement:** Ratify the Emergency Grant Agreement with Northland Family Help Center utilizing $75,873.43 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds.

1. Ratify the Emergency Grant Agreement with Northland Family Help Center for the "Domestic Violence, Crisis and Youth Shelter Services Project" utilizing $75,873.43 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of a Grant Agreement:** Approve the Grant Agreement between the City of Flagstaff and Flagstaff Shelter Services utilizing $135,592.57 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds.

1. Approve the Grant Agreement between the City of Flagstaff and Flagstaff Shelter Services for “The Crown: Housing as Healthcare” project utilizing $135,592.57 of American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Grant Agreement:** Approval of a Grant Agreement between the City of Flagstaff and Catholic Charities Community Services, Inc. in the amount of $88,534 distributed from the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds.

1. Approve a Grant Agreement between the City of Flagstaff and Catholic Charities Community Services, Inc. for Homeless Services Improvement Projects utilizing $88,534.00 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with Empire Southwest, LLC in the amount of $149,253.22 for the purchase of a mini-excavator for flood response activities to be reimbursed 100% by the Arizona Department of Forestry and Fire Management.

1. Approve the Cooperative Purchase Contract with Empire Southwest, LLC in the amount of $149,253.22 for the purchase of a mini-excavator for flood response. Funding will be 100% reimbursed by the Arizona Department of Forestry and Fire Management; and
2. Authorize the City Manager to execute all necessary documents.

E. **Consideration and Approval of Contract:** Approve a Cooperative Purchase Contract with AZ Wastewater Industries, Inc. in the amount of $481,300.07 for a Stormwater 12-yard Combination Truck to be 100% reimbursed by the Arizona Department of Forestry and Fire Management.

1. Approve the Cooperative Purchase Contract with AZ Wastewater Industries, Inc. in the amount of $481,300.07 for a Stormwater 12-yard Combination Truck through the Sourcewell cooperative contract #101221-SCA; and
2. Authorize the City Manager to execute all necessary documents.

F. **Consideration and Approval of Contract:** Consideration of Materials and Services contract to Salt River Extraction, LLC DBA SRE Environmental in an amount not to exceed $49,900 per fiscal year.

1. Consider and approve the Contract for Material and Services with Salt River Extraction, LLC DBA SRE Environmental, for water hauling services to the Cinder Lake Landfill for the amount of not to exceed $49,900 per fiscal year; and
2. Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Grant Agreement:** Approve the grant agreement with the Arizona State Parks and Trails for a Heritage Fund Trails Grant to make accessibility enhancements at Buffalo Park and the Nate Avery FUTS Trail

Approve the Grant Agreement with AZ State State Parks and Trails for the Nate Avery FUTS Trail in the amount of $100,000.

9. ROUTINE ITEMS

A. **Consideration and Approval of Preliminary Plat:** PZ-21-00236-03, Woodshire on West Oak, LLC requests Preliminary Plat approval for Woodshire on Oak Condominiums located at 302 W Oak Avenue, a condominium subdivision on 0.89 acres in the Medium Density Residential (MR) and High Density Residential (HR) Zones.

Senior Planner Tiffany Antol provided a PowerPoint presentation that covered the following:

WOODSHIRE ON OAK CONDOMINIUMS PRELIMINARY PLAT
REQUEST OVERVIEW
VICINITY MAP
WOODSHIRE ON OAK PRELIMINARY PLAT
REQUIRED FINDING #1: ZONING CODE (TITLE 10)
REQUIRED FINDING #2: ENGINEERING STANDARDS (TITLE 13)
REQUIRED FINDING #3: SUBDIVISION STANDARDS (TITLE 11)
FINDINGS AND RECOMMENDATION

Councilmember McCarthy asked why the one commissioner voted in opposition. Ms. Antol stated that the commissioner did not feel that the parking was adequate.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy approve the Preliminary Plat, in accordance with the findings presented.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of Preliminary Plat:** PZ-15-00015-22, Capstone Homes requests Preliminary Plat approval for Aries at Timber Sky Phase II (Block 7B) located at 3501 E Route 66, a single-family subdivision on 6.59 acres in the Single-Family Residential (R1) Zone.

Senior Planner Tiffany Antol provided a PowerPoint presentation that covered the following:

ARIES AT TIMBERSKY PHASE II PRELIMINARY PLAT
REQUEST OVERVIEW
VICINITY MAP
TIMBERSKY
ARIES AT TIMBERSKY PRELIMINARY PLAT
REQUIRED FINDING #1: ZONING CODE (TITLE 10)
REQUIRED FINDING #2: ENGINEERING STANDARDS (TITLE 13)
REQUIRED FINDING #3: SUBDIVISION STANDARDS (TITLE 11)
FINDINGS AND RECOMMENDATION

Councilmember Shimoni asked about the Affordability Plan that is referenced in the development agreement. Ms. Antol stated that the original development agreement includes most of the requirements around workforce housing. The developer will provide 100 land trust lots to the city. The location of those units would be determined as the parcels are platted within the HR and MR zones.

Councilmember McCarthy stated that he has concerns that the affordable units are required to be in the HR and MR zones, but the project is not in those zones.

Mr. Solomon stated that the development is not what is contemplated in the agenda item but rather the preliminary plat; there are entitlements, and the preliminary plat is moving forward within the existing entitlements.

Moved by Councilmember Adam Shimoni, **seconded by** Councilmember Jim McCarthy approve the Preliminary Plat, in accordance with the findings presented.

Vote: 7 - 0 - Unanimously

10. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Resolution No. 2022-21:** A Resolution amending the Flagstaff Regional Plan 2030 to change the area type designation on Maps 21 and 22 from Area in White area type and State Land to Employment area type for approximately 24.75 acres generally located at 2661 N El Paso Flagstaff Road; providing for severability, and establishing an effective date.

Mayor Deasy opened the public hearing.

Senior Planner Tiffany Antol provided a PowerPoint presentation that covered the following:

RESTORATION SOILS MINOR REGIONAL PLAN & ZONING MAP AMENDMENT
PROPERTY
REQUESTS
PROPERTY CONTEXT MAP
REGIONAL PLAN AMENDMENT REQUEST
EXISTING FUTURE GROWTH ILLUSTRATION
PROPOSED FUTURE GROWTH ILLUSTRATION
RESTORATION SOILS PLAN
ZONING MAP AMENDMENT FINDING
FINDING #1
FINDING #2
COMMUNITY BENEFIT
FINDING #3
ADEQUACY OF SITE
CITIZEN PARTICIPATION PLAN
STAFF RECOMMENDATION

The applicant, David Hayward provided a PowerPoint presentation that covered the following:

OVERVIEW MAP
NEIGHBORS
EXAMPLE SITES
REGIONAL PLAN ALIGNMENT
OTHER REQUESTS

Councilmember McCarthy asked about the water to the project. Mr. Hayward explained that they do not have a water tap and they intend to haul water from the standpipe down the street.

Councilmember Shimoni, Councilmember McCarthy, and Vice Mayor Sweet expressed their support for the project.

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

Moved by Councilmember Regina Salas, **seconded by** Mayor Paul Deasy to read Resolution No. 2022-21 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION AMENDING THE FLAGSTAFF REGIONAL PLAN 2030 TO CHANGE THE AREA TYPE DESIGNATION ON MAPS 21 AND 22 FROM AREA IN WHITE AREA TYPE AND STATE LAND TO EMPLOYMENT AREA TYPE FOR APPROXIMATELY 24.75 ACRES GENERALLY LOCATED AT 2661 N EL PASO FLAGSTAFF ROAD; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Regina Salas, **seconded by** Mayor Paul Deasy to adopt Resolution No. 2022-21.

Vote: 7 - 0 - Unanimously

B. **Public Hearing, Consideration, and Adoption of Ordinance No. 2022-12 :** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 7.29 acres of real property generally located at 2661 N El Paso Flagstaff Road, from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Heavy Industrial Open (HI-O) Zone with a Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing and effective date.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2022-12 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 7.29 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 2661 N El PASO FLAGSTAFF ROAD, FROM THE HIGHWAY COMMERCIAL (HC) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO) TO THE HEAVY INDUSTRIAL OPEN (HI-O) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO), PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

C. **Public Hearing and Consideration of Variance PZ-21-00117-06:** A request for a Zoning Code Variance from the minimum screening requirements of Section 10-50.50.050.A and the minimum landscape requirements of Division 10-50.60. The application proposes to develop a ground-based green waste recycling operation generating mulch and compost without screen walls or fences and without landscaping. The subject property is located at 2661 N El Paso Flagstaff Road.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy that the City Council act as the Board of Adjustment case PZ-21-00117-06.

Vote: 7 - 0 - Unanimously

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to approve the variance application subject to the following conditions:

> So long as the proposed use operates under a Special Land Use Permit under the ownership of the Arizona State Land Department, the site will not be required to provide screening or landscaping as required by the Zoning Code.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Ordinance No. 2022-11:** An Ordinance of the City Council of the City of Flagstaff, Amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Division 10-20.40: Permits and Approvals, Section 10-20.40.060: Development Agreement to add subsection E. Notification Requirements for a Development Agreement. Providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

Mayor Deasy opened the public hearing.

Senior Planner Tiffany Antol provided a PowerPoint presentation that covered the following:

AMENDMENT TO ZONING CODE SECTION 10-20.40.060 NOTIFICATION REQUIREMENTS FOR DEVELOPMENT AGREEMENTS
DEVELOPMENT AGREEMENT NOTIFICATIONS
CITY'S PROPOSED ZONING CODE TEXT AMENDMENT
OVERVIEW OF PROPOSED AMENDMENT: 10-20.40.060
STAFF RECOMMENDATION

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

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to read Ordinance No. 2022-11 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, DIVISION 10-20.40 PERMITS AND APPROVALS, SECTION 10-20.40.060 DEVELOPMENT AGREEMENTS TO ADD SUBSECTION E NOTIFICATION REQUIREMENTS, PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

A break was held from 4:26 p.m. through 4:42 p.m.

11. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2022-13:** An ordinance of the City Council of the City of Flagstaff authorizing the acquisition of real property and the determination and offers of relocation benefits to persons displaced to make way for the Fourth Street/Cedar Avenue/Lockett Road roundabout project; providing for delegation of authority, severability, authority for clerical corrections, and establishing an effective date

Real Estate Manager Bryce Doty provided a PowerPoint presentation that covered the following:

4TH AND LOCKETT ROUNDABOUT PROJECT PROPERTY ACQUISITIONS
VICINITY MAP
PROJECT LOCATION
SELECTED ROUNDABOUT DESIGN
RIGHT OF WAY NEEDS
ACQUISITION SCHEDULE

Councilmember Shimoni asked if there was any feedback from the owner of Pine Forest School. Cindy Roe, on behalf of Pine Forest School stated that there are concerns about

children being able to cognate how to navigate the new crossing. She is most concerned about where the crosswalks are sitting and would be interested in knowing if there is enough data about children safety and crosswalks to justify the placement.

Councilmember Shimoni asked about the number of kids at the school and the number of kids trying to cross at the intersection. Ms. Roe stated that there are 200 students aged 3 to 14 and pre-pandemic, there were about 20 per day navigating the intersection.

Johanna Payton addressed Council with concerns about their loss of property and the impact it will have on the physical, mental, and emotional safety of the students. The road is already too close to the property and the project will bring more vehicles and pedestrians closer to the building. There is historical and ecological value to the trees on their property and they are priceless compared to the money they may get for the acquisition.

The following individuals submitted written comments with concerns about the safety of the roundabout:

- Adrienne Rhode
- Katherine Mareck
- April Cheema
- Bianca Aiken
- Dana Sherry
- Jenny Cummiskey
- Brandon Cruickshank

Carla McCord submitted written comments in support of the roundabout project.

Councilmember House asked if the approval of the ordinance precludes any future discussion about the project design in light of the concerns being raised. Mr. Doty stated that the project is at about 60% design completion and if there are changes that include legal description modifications, it could push the timeline back.

Councilmember Shimoni stated that he voted in favor of the project, and he has since regretted that decision. He would like the Council to postpone the project to allow for more conversation and outreach to the affected area. He believes that the design is broad and missing elements to make it a solid roundabout.

Councilmember McCarthy stated that there are a lot of concerns with the project and he would like an opportunity to discuss the design and understand how the pedestrian movement works.

Mr. Solomon reminded the Council that the discussion and action at issue is only the property acquisitions; the safety and design of the project are not posted for discussion on the agenda.

Vice Mayor Sweet asked what the impact could be if Council delayed its decision. Capital Improvement Project Manager Jeremy DeGeyter stated that the original plan was to start construction in 2023 and they are on a tight schedule to meet that. Delaying the decision could jeopardize the construction and may push the project into a later construction cycle. He is not sure what the impact might be on the funding elements as this includes funding from the state.

Mayor Deasy stated that the city received the safety improvement grant because the project showed how it would improve safety at the intersection. The project was discussed last year, and the roundabout design was approved. He suggested moving forward with the

property acquisitions but holding a Work Session on May 31, 2022, to discuss the safety impacts of the project.

Councilmember Aslan stated that he is supportive of moving forward, he expressed frustration that the project is being discussed again; the safety characteristics were already vetted, and the safety was assured by staff.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to read Ordinance No. 2022-13 by title only for the first time.

Vote: 6 - 1

NAY: Councilmember Adam Shimoni

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE ACQUISITION OF REAL PROPERTY AND THE DETERMINATION AND OFFERS OF RELOCATION BENEFITS TO PERSONS DISPLACED TO MAKE WAY FOR THE FOURTH STREET/CEDAR AVENUE/LOCKETT ROAD ROUNDABOUT PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

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 DEVELOPMENT AGREEMENT
PURPOSE OF THE AGREEMENT
CONCEPT PLAN
ANNEXATION AND REZONING ORDINANCES – UPDATES
COUNCIL OPTIONS
STAFF RECOMMENDED ACTION

Councilmember Shimoni stated that he is supportive of moving the project forward and he thanked staff for their work.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to read Ordinance No. 2022-01 by title only for the final time.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to amend the motion to include that the ordinance be contingent upon approval of the development agreement.

Vote: 7 - 0 - Unanimously

ORIGINAL MOTION

Vote: 7 - 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

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to adopt Ordinance No. 2022-01 with the stipulation that it is contingent upon approval of the development agreement.

Vote: 7 - 0 - Unanimously

C. **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).***

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to read Ordinance No. 2022-02 by title only for the final time with the stipulation that it is contingent upon the approval of the development agreement.

Vote: 7 - 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

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to adopt Ordinance No. 2022-02 contingent upon the approval of the development agreement.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Resolution No. 2022-22:** A resolution of the Flagstaff City Council, authorizing the execution of a Development Agreement between the City of Flagstaff and Flagland LLC for Flagstaff Rehab Campus related to the development of approximately 12.19 acres of real property generally located at 7000 North Highway 89 and establishing an effective date.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to read Resolution No. 2022-22 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ARIZONA, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND FLAGLAND LLC FOR THE FLAGSTAFF REHAB CAMPUS RELATED TO THE DEVELOPMENT OF APPROXIMATELY 10.05 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 7000 NORTH HIGHWAY 89 AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Adam Shimoni, **seconded by** Mayor Paul Deasy to adopt Resolution No. 2022-22.

Vote: 7 - 0 - Unanimously

12. DISCUSSION ITEMS

A. 2022 Wildland Fire Preparedness Briefing

Forest Health Supervisor Neil Chapman introduced National Weather Service Meteorologist Tony Merriman, USFS Flagstaff Ranger District Fire Management Officers True Brown, APS Division Manager Neil Traver, and APS Community Affairs Manager Janet Dean who provided a PowerPoint presentation that covered the following:

2022 WILDLAND FIRE PREPAREDNESS UPDATE
PRESENTERS
DROUGHT MONITOR COMPARISON
WINTER/SPRING PRECIPITATION % OF NORMAL
ENERGY RELEASE COMPONENT (ERC) GRAPHS
MAY CPC OUTLOOK
JUNE-JULY-AUGUST CPC OUTLOOK
SIGNIFICANT WILDLAND FIRE POTENTIAL OUTLOOK
SUMMARY
COCONINO NATIONAL FOREST
USFS FIRE FUELS AND AVIATION
COVID 19 FIRE RESPONSE “WHAT’S CHANGED?”
FLAGSTAFF RANGER DISTRICT RX AND TIMBER PLANS
FY22 – FY23 PLANNED PROJECT AREAS
WILDLAND FIRE DISPATCH
GROUND RESOURCES
AVIATION RESOURCES
FIRE AIRCRAFT NEAR FLAGSTAFF
FLAGSTAFF FIRE DEPARTMENT FUEL REDUCTION THINNING
FIRE MANAGEMENT
CAMPING AND CAMPFIRE RESTRICTIONS
GREATER FLAGSTAFF WILDFIRE RISK REDUCTION PROJECTS

FLAGSTAFF FIRE DEPARTMENT – RESPONSE
FLAGSTAFF FIRE DEPARTMENT – SEVERITY STAFFING
COMMUNITY OUTREACH
COCOWILDFIRE.ORG
APS WILDFIRE SAFETY AND FIRE MITIGATION

Council thanked all of the presenters for the information that they provided and the plans in place to prevent and assist with fire activity.

13. 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 Citizens' Petition titled "Climate Emergency. Stop the Money Pipeline"

Mayor Deasy explained that the petition is requesting that the city move away from Wells Fargo Bank to a community bank.

The following individuals addressed Council in support of advancing the item to a future agenda for discussion:

- Kim Curtis
- Eric Souders
- Kat Henley
- David Spence

The following comments were received:

- Refusing to bank with one of the top funders of fossil fuels would be in line with the climate emergency.
- It is prudent to know where the city's money is being held.
- Inadvertently funding fossil fuel extraction through the bank.
- There has been no concrete action taken to reduce emissions.
- Divestment from banking with Wells Fargo shows actionable steps toward climate goals.

Council agreed to move the matter forward to a future agenda for discussion.

14. PUBLIC PARTICIPATION

None

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

Councilmember Salas thanked Team Flagstaff for coordinating the volunteer day on Saturday.

Councilmember Aslan requested a FAIR item to for Discover Flagstaff to update Council on the state of the film industry in Flagstaff and efforts made to seek out film opportunities in Flagstaff.

Vice Mayor Sweet stated that she will be attending the Mountain Line meeting later in the week along with the Coconino High School Mayoral Awards ceremony.

Councilmember Shimoni stated that the Indigenous Commission will be touring the Flagstaff Shelter Service facility. He also requested an opportunity for Mountain Line to provide an update to Council about the denied traffic signal at Phoenix and Milton.

Councilmember House reported that she attended the Elevate Pre-K anniversary event. She also had an opportunity to meet with the selected artist for the Historic Southside Community Placemaking Project.

Mayor Deasy stated that the Protective Mothers Justice group is a grass roots program for domestic violence survivors, and he attended their annual recognition event. He also stated that the schools are wrapping up for the year and summer break is on its way. He appreciates all the teachers and will be attending the Flagstaff High School Mayoral Awards ceremony.

16. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held May 17, 2022, adjourned at 6:31 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 May 17, 2022. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 28th day of August, 2023.

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, MAY 31, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

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 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
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER HOUSE
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI (virtually until 4:14 p.m.)

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 Vice Mayor Sweet 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. 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.

Eric Wolverton, on behalf of Habitat for Humanity, spoke about their work and efforts toward housing attainability.

5. Review of Draft Agenda for the June 7, 2022 City Council Meeting

None

6. **Proclamation:** National Gun Violence Awareness Day

Council approached the podium and Mayor Deasy read and presented the proclamation to representatives from Moms Demand Action.

7. **Proclamation:** PRIDE Month

Mayor Deasy read and presented the proclamation to representatives from the Commission on Diversity Awareness.

8. The Annual Update from Moonshot at the Northern Arizona Center for Entrepreneurship and Technology (NACET)

Community Investment Director David McIntire provided a brief introduction and introduced Executive Director of Moonshot at NACET Diana White who provided a PowerPoint presentation that covered the following:

MOONSHOT AT NACET
A LOOK AT THE NUMBERS
MOONSHOT AT NACET CAMPUS TOTAL INVESTMENT FUNDS
MOONSHOT AT NACET CAMPUS TOTAL REVENUE GENERATED
JOBS
MOONSHOT AT NACET CAMPUS OCCUPANCY RATES AND NEW TENANTS
A LOOK AT A FEW MOONSHOT AT NACET EVENTS
3RD ANNUAL AZ PIONEER PITCH COMPETITION
THE 2ND ANNUAL SHOEMAKER
ENTREPRENEURSHIP INTERN CERTIFICATION
WE MEAN BUSINESS

Vice Mayor Sweet asked about the move down to the valley. Ms. White stated that during the

pandemic, they realized Moonshot had a lot to offer other cities and communities for economic development. They acquired a number of new contracts, and it was imperative to expand their operations. They did not want to lose sight of their flagship community and felt it important to establish an Executive Director position to oversee the Flagstaff campus.

9. Regional Plan 2045 Collaborative Process Discussion

Comprehensive Planning Manager Sara Dechter provided a PowerPoint presentation that covered the following:

FLAGSTAFF REGIONAL PLAN COLLABORATIVE PROCESS
TODAY'S PRESENTATION
OVERVIEW OF CURRENT PLAN
FLAGSTAFF REGIONAL PLAN 2030
PROCESS FOR UPDATING THE PLAN
THE NEXT REGIONAL PLAN
OUTREACH AUGUST 2021-APRIL 2022
UPCOMING PLANNING EFFORTS
FALL WORKSHOPS
SCENARIO PLANNING
COLLABORATIVE PROCESS OPTIONS

Councilmember McCarthy stated that the consultant should have an understanding of transportation and land use along with carbon emission implications. The biggest thing the Council can do to address carbon emissions is to lay things out correctly now for the future.

Councilmember House stated that the consultant should also have a history of outreach and communication with indigenous communities and all different groups that Flagstaff represents.

Mayor Deasy stated that Flagstaff is unique demographically and culturally and it will be important that all those elements are considered and attended to.

Ms. Dechter continued the presentation.

PLANNING FOR EQUITY
COMPENSATION FOR PARTICIPANTS
WAYS TO PARTICIPATE

Mayor Deasy stated that he would like to see the research and better understand the science on the efficacy of compensation on participation.

Councilmember McCarthy stated that he would like to have a cost estimate for participant compensation, he suggested that a better use of money might be being efficient in the meetings and quality facilitation.

Councilmember Shimoni stated that he finds the study circle approach interesting and looks forward to seeing what comes from them. He also stated that involvement and participation is a privilege and if they want to have a variety of involvement they should offer a compensation option.

10. **Case No. PZ-22-00074**: Request for a work session to discuss the Noble Herb's proposed amendment to the Zoning Code to revise the existing hours of operation for Marijuana Dispensaries (Section 10-40.60.220.C).

Case No. PZ-22-00089: Request for a work session to discuss the City's proposed amendment to the Zoning Code to address Marijuana Operations in the City of Flagstaff by updating terms and definitions to include recreation-only retail establishments (Section 10-80.20.130) and potentially revise the separation requirements for all Marijuana Operations (Section 10-40.60.220.F)

Zoning Code Manager Tiffany Antol provided a PowerPoint presentation that covered the following:

AMENDMENTS TO THE ZONING CODE MARIJUANA OPERATIONS
MARIJUANA OPERATIONS
PZ-22-00074 MARIJUANA DISPENSARY HOURS OF OPERATION
PZ-22-00089 SINGLE RECREATIONAL SALES ESTABLISHMENT
CITY'S PROPOSED ZONING CODE TEXT AMENDMENT
QUESTIONS ASKED OF THE PLANNING & ZONING COMMISSION

Councilmember Shimoni asked if the separation distance was increased, how many facilities could be built within the city. Ms. Antol stated that it is difficult to pin down the exact number and it would also depend on how much further out they went from 2,000 feet.

Councilmember McCarthy stated that he is open to changing the hours of operation. He stated that a person with a marijuana conviction should not have an advantage over another person and he would support keeping things the way they are currently. He would also support some increase in the distance but not much.

Councilmember Shimoni stated that he has no concern with the change in hours, that he is okay with the current separations, and he is okay with the recreation equity license.

Mayor Deasy stated that he has no issues with the hours of operation, he is open to social equity licenses, and he would like a visual representation of the distances.

A break was held from 4:27 p.m. through 4:42 p.m.

11. **Fourth Street-Lockett Road-Cedar Avenue Roundabout Discussion**

Engineering Project Manager Jeremy DeGeyter provided a PowerPoint presentation that covered the following:

FOURTH STREET-CEDAR AVENUE-LOCKETT ROAD-ROUNDABOUT
PRESENTATION OUTLINE
PROJECT LOCATION
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)
FINANCIAL IMPACT
PUBLIC OUTREACH
FOURTH/CEDAR/LOCKETT ROUNDABOUT
DECISION MATRIX SUMMARY
MULTILANE ROUNDABOUT
TURBO ROUNDABOUT
DUTCH BICYCLE PRIORITY ROUNDABOUT

TRAFFIC CIRCLE
PROTECTED INTERSECTION
MODERN ROUNDABOUT
8 MODERN ROUNDABOUT MYTHS
COMMON SITE APPLICATIONS
BENEFITS OF ROUNDABOUTS
SAFETY – REDUCE THE CONFLICTS
EXISTING CONDITIONS
PEDESTRIAN SAFETY
BICYCLE USE – THE BASICS
BICYCLE RAMPS
BICYCLE PAVEMENT MARKINGS
CONCEPTUAL BICYCLE PAVEMENT MARKINGS
BIKES AND PEDESTRIANS
AUTO/BUS/TRUCK OPERATIONS
DESIGN VEHICLES – BUSES AND TRUCKS
SCHOOLS AND ROUNDABOUTS
EDUCATIONAL ENGAGEMENT
NEXT STEPS

The following individuals addressed Council regarding the project:

- Erica Martin
- Adrianne Rhode
- Johanna Payton
- Cindy Roe
- Bernadette Whistler
- Delaney Williams
- Michelle James

The following comments were received:

- The intersection can be made safe but a roundabout is not the solution.
- The project is way over budget and can be done in a less expensive way.
- The intersection needs to be reduced in speed.
- The roundabout will back up traffic even more.
- Citizens need more time to review the project.
- The lower right turn lane should be removed because the students at Pine Forest school will be negatively impacted.
- A single lane, circular roundabout is more appropriate.
- The kids will get confused with the multiple islands they need to use to cross.
- Kids will have to stop three times to get across Cedar.
- There is a lot of foot traffic in this area that needs to be considered.
- Pine Forest school should get to keep their playground.
- Construction of this project will have a negative impact on enrollment for Pine Forest school.
- Traffic flow should come second to walking children.
- The roundabout is not safe for students, improvements should be made to what is already there.
- Vehicles should be forced to slow down.
- The design must consider pedestrian and cyclist safety, they need the higher priority.

The following individuals submitted written comments concerning safety of the roundabout:

- Mar-Elise Hill
- Brandon Cruickshank

- Rachel Williams

Vice Mayor Sweet stated that the traffic engineers have put in countless hours with the project and to assume that staff would not have the best interest of everyone at mind, especially kids is offensive. These individuals are professionals with the knowledge and expertise necessary to design and build these types of projects. The city has the funding and the opportunity to make the intersection safer.

Councilmember McCarthy stated that the intersection in its current design is not safe and needs to be changed. He supports the current design but suggested making all of the crosswalks z-crossings. He also suggested a signalized crossing on all crossings where the pedestrian will trigger a light that warns drivers that pedestrians want to cross.

Mr. DeGeyter stated that they are a little constrained on the Lockett entrance and exit. The center island would have to be increased which would straighten the lane which speeds up traffic. They were able to accomplish the Z crossings at the other three crossings. The footprint is the important part, if they change any of the things that impact the footprint, there will be a redesign which will impact legal descriptions and negotiations with property owners.

Councilmember Shimoni asked about the cost for beacons at the four intersections. Traffic Engineer Jeff Bauman stated that they have not evaluated the cost for all the legs, but they are estimating a quarter million for each leg.

Councilmember Shimoni stated that there are a number of schools in the area and in reviewing roundabouts around schools all were one lane and easy to navigate, he asked why a single roundabout was not used and suggested that the engineers adjust the angles from Lockett to Cedar and make the curves sharper. Mr. Bauman stated that they have gone through an extensive process with the design. It starts with a circle and moves from there based on the types of vehicles passing through like buses, semis, etcetera and the speed reductions desired. It is not as simple as bumping a curb out in one section because that may impact the ability for a truck or bus to get through. They feel very good about the design and the speeds. They have heard from cyclists that they did not like the z-crossings so they are trying to balance all the needs. It is a complex system of curves and modifications are challenging.

Mayor Deasy asked about the grading of roads and what City Code requires. Mr. Bauman explained that a grade D or better is what is required. This is the same standard that ADOT requires as well.

Councilmember Aslan expressed support of the modern roundabout concept and the z-crossings where possible. He is satisfied that the entire intersection will be wired for beacons should there be a need for them in the future.

Councilmember House voiced her support for the z-crossings and beacon lights.

Councilmember Shimoni stated that he would support installing the beacons now rather than waiting to see if they are needed in the future. He still has concerns about safety and will not support moving forward with the project.

Councilmember Salas stated that the main essence of the roundabout is the safety of children and residents. The roundabout is meant to improve safety, slow speeds, and reduce accidents. The project has been supported and identified in the MetroPlan improvement project. There were experts from the city, the state, and Metroplan who have been the backbone of the project. She supports the beacons for the crosswalks and would advocate for additional state and federal funding to help support those additions.

Vice Mayor Sweet expressed support for the project moving forward.

Mayor Deasy asked why elevated cross walks were not considered. Mr. Bauman stated that they are not preferred in the area due to snow removal and drainage impacts.

Mayor Deasy stated that he was supportive of the z-crossings. He believes that as designed, the new crossing will be safer than what is existing currently.

Mr. Clifton stated that a follow up discussion will be forthcoming to discuss the cost feasibility of the z-crossing and the beacons at the four legs of the intersection. Mr. DeGeyter added that staff needs to go back to the design consultants to determine if they can incorporate these things and what the impacts are. This could trigger a needed amendment to the IGA which includes another discussion with Council.

A break was held from 6:30 p.m. through 6:41 p.m.

Councilmember Shimoni left the meeting and rejoined virtually for the remainder of the meeting.

12. Museum Flooding and Spruce Wash updates

Public Works Director Scott Overton, Parks Manager and Interim Recreation Director Amy Hagin, Management Services Director Rick Tadder, Water Services Engineering Director Gary Miller, Stormwater Manager Ed Schenk, Lucinda Andreani, on behalf of the County Flood Control District, and Public Affairs Director Sarah Langley collectively provided a PowerPoint presentation that covered the following:

FLOOD MITIGATION UPDATES
AGENDA
COMMUNITY VOLUNTEER EVENT
MUSEUM FLOOD FINANCIAL FOCUS GROUP
DFFM-FUNDED RESOURCES
CEDAR TO DORTHA CHANNEL AND INLET
KILLIP SCHOOL REGIONAL DETENTION BASIN
KILLIP INLET AT PONDEROSA PARK
PONDEROSA PARK BARRIERS
2021 RESPONSE UPDATE
ON FOREST MITIGATION
NRCS MOUNT ELDEN ESTATES FAN
SIREN ALERTING SYSTEM
SPRING 2022 SANDBAG REFRESH
VOLUNTEER/SERVICE COORDINATION

Mr. Clifton gave a few comments about the City Manager Volunteer Challenge for city staff.

EMERGENCY OPERATIONS RESPONSE
COMMUNICATIONS

Dawn Rodriguez addressed Council about flooding concerns.

Mayor Deasy stated that while he was at Ponderosa Park he wondered if there might be a way for kids to use the barriers there for artwork to brighten things up. Parks Director Amy Hagin stated that it is a great concept that they will look into.

13. Public Participation

Raymond Kim addressed Council about the housing situation in Flagstaff. Short term rentals are causing a lot of problems and because people cannot live in Flagstaff they live farther out and commute in. This commuting contributes to the negative impacts on the environment.

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

Vice Mayor Sweet reported that she toured the Carpenters Union training facility in Phoenix which was informative. She reminded everyone that Saturday is the annual Hullabaloo event in Wheeler Park.

Councilmember Aslan requested a FAIR item to receive an update from the Police Department about protocols and training and to make the public aware of those efforts.

Councilmember House reported that she toured High Country Humane last week to see all the great work they are doing. She also attended the Housing Commission meeting; they are struggling to fill three seats on the commission so if there are people who want to serve on the commission please encourage them to apply.

Councilmember McCarthy stated that he attended a very moving Memorial Day celebration on Monday.

Councilmember Shimoni reported that there is a Recovery Court graduation ceremony that week. The Transportation Commission will be meeting on Wednesday. He also noted that it has been one year since the crash and fatality of the bike party, he reminded everyone that there is still a lot to do to become a bike friendly community.

Mayor Deasy recommended that Council attend a Recovery Court graduation, they are a great event to see. He also reported that there is a two-spirit day conference at Twin Arrows later that week. He will also be visiting the Assistant Secretary of Economic Development.

15. Adjournment

The Work Session of the Flagstaff City Council held May 31, 2022, adjourned at 7:47 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL BUDGET RETREAT
THURSDAY, APRIL 27, 2023
AQUAPLEX
1702 NORTH FOURTH ST
8:30 A.M.

MINUTES

1. Call to Order

Mayor Daggett called the Budget Retreat of the Flagstaff City Council held April 27, 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 (arrived at 8:35 a.m.)	
COUNCILMEMBER HARRIS (arrived at 8:44 a.m.)	
COUNCILMEMBER HOUSE (arrived at 8:35 a.m.)	
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 Matthews 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 FY 2023-24 Budget Retreat

Mr. Clifton offered some opening remarks and introduced Katie Wittekind who facilitated the retreat.

A PowerPoint presentation was presented that covered the following:

BUDGET RETREAT APRIL 27TH AND 28TH, 2023
WELCOME AND OVERVIEW

Assistant Finance Director Heidi Derryberry continued the presentation.

RETREAT PROTOCOL
AGENDA – DAY 1
AGENDA – DAY 2
BUDGET TIMELINE AND APPROACH
BUDGET TIMELINE
BUDGET APPROACH
COLOR OF MONEY

Management Services Director Rick Tadder continued the presentation.

REVENUE UPDATE
REVENUE UPDATE – GENERAL FUND

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

INVESTING IN EMPLOYEES
STAFFING INCREASES
RECLASSIFICATIONS
STAFFING HISTORY (FULL-TIME EQUIVALENTS)
FY 2023-2024 PROPOSED BUDGET BY CATEGORY
GENERAL FUND EXPENDITURE BUDGET
RETENTION TRENDS – TURNOVER COMPARISON
RETENTION TRENDS – EXIT INTERVIEW SUMMARY
ATTRACTION TRENDS

Council discussed the following:

- Investment in advancement and training opportunities.
- Creating a positive work environment.
- Lack of staffing and increased workloads.
- Diversity and inclusion within the organization.
- Implementation of stay interviews in addition to exit interviews.
- Partnering with other organizations to help with the trailing spouse issue.
- The impact of Council on staff and organizational culture.

- The landscape of declined offers.

Interim Deputy City Manager Heidi Hansen continued the presentation.

RECRUITMENT EFFORTS

Mr. Tracy continued the presentation.

BUDGET APPROACH

Council and staff discussed the transition to Pay for Performance.

COMPENSATION AND BENEFITS
BENEFIT RECOMMENDATIONS
COMPENSATION RECOMMENDATIONS
TOTAL EMPLOYEE INVESTMENT

A break was held from 10:18 a.m. through 10:37 a.m.

EAC Co-Chair Jared Wotasik continued the presentation.

EMPLOYEE ADVISORY COMMITTEE
INPUT ON COMPENSATION/BENEFITS
IMPACT OF INFLATION, MARKET TRENDS, AND MINIMUM WAGE
PAY FOR PERFORMANCE
BENEFITS

Finance Director Brandi Suda continued the presentation.

NEW BUDGET APPROPRIATIONS
SUMMARY – TOTAL BUDGET REQUESTS
EMPLOYEE INVESTMENTS – GENERAL FUND
INFRASTRUCTURE – GENERAL FUND
SUMMARY – GENERAL FUND
TOTAL BUDGET REQUESTS – ALL FUNDS
OPERATING REQUESTS BY QUARTILE
RECOMMENDATIONS BY QUARTILE
REQUESTS AND RECOMMENDATIONS

Fire Chief Mark Gaillard and Water Services Director Shannon Jones continued the presentation.

QUARTILE 1 – MOST ALIGNED

Sustainability Director Nicole Antonopoulos and Police Chief Dan Musselman continued the presentation.

QUARTILE 2 – MORE ALIGNED

A break was held from 11:28 a.m. through 12:02 p.m.

Public Works Director Scott Overton continued the presentation.

QUARTILE 3 – LESS ALIGNED

Council and staff discussed security measures for city facilities.

Mr. Tracy continued the presentation.

QUARTILE 4 – LEAST ALIGNED

Mr. Tadder continued the presentation.

SERVICE PARTNER CONTRACTS

There was discussion about the agreement with High Country Humane and Council gave direction to extend the contract.

There was discussion about Flagstaff Shelter Services and Council gave direction to enter into a long-term contract with them.

Ms. Antonopoulos continued the presentation.

CARBON NEUTRALITY PLAN

Capital Improvement and Engineering Director Paul Mood continued the presentation.

CAPITAL IMPROVEMENT PROGRAM

Mr. Clifton continued the presentation.

CAPITAL RETREAT FOLLOW-UP

Senior Deputy City Manager Shannon Anderson continued the presentation.

KEY COMMUNITY PRIORITIES
KEY COMMUNITY PRIORITIES – FY 2022-2023 BASE BUDGET

The Leadership Team collectively presented on the Key Community Priorities.

HIGH PERFORMING GOVERNANCE
SAFE AND HEALTHY COMMUNITY
INCLUSIVE AND ENGAGED COMMUNITY
SUSTAINABLE, INNOVATIVE INFRASTRUCTURE
DAY 1 WRAP UP

Ms. Wittekind and Mr. Clifton provided some closing comments and words of appreciation to all those involved in preparing for and presenting at the retreat.

Councilmember Harris asked for more information on the community priorities and objectives. She stated that it would be good to share that information with the community. Management Analyst Chris Rhode stated that the community priorities were developed at the height of the pandemic and there was not an opportunity to go out and do public outreach. Council will be revisiting the priorities and objectives later in the year and that will include a significant public outreach effort. More information will be presented later in the retreat about that process.

Council expressed their gratitude to staff for their work and time put into preparing the information and putting it into a format that is understandable.

5. Public Comment

None

6. Adjournment

Day 1 of the Budget Retreat of the Flagstaff City Council held April 27, 2023, adjourned at 2:0 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL BUDGET RETREAT
FRIDAY, APRIL 28, 2023
AQUAPLEX
1702 NORTH FOURTH ST
8:30 A.M.

MINUTES

1. Call to Order

Mayor Daggett called the Budget Retreat of the Flagstaff City Council held April 28, 2023, to order at 8:34 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 8:36 a.m.)
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, Vice Mayor Aslan 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 FY 2023-24 Budget Retreat

Mr. Clifton offered some opening remarks then turned things over to Katie Wittekind who facilitated the retreat.

A PowerPoint presentation was presented that covered the following:

DAY 2 OPENING AND OVERVIEW
KEY COMMUNITY PRIORITIES
KEY COMMUNITY PRIORITIES – FY 2022-2023 BASE BUDGET

Interim Deputy City Manager Heidi Hansen continued the presentation.

ROBUST RESILIENT ECONOMY
LIVABLE COMMUNITY
ENVIRONMENTAL STEWARDSHIP

Vice Mayor Aslan asked if the Active Transportation Master Plan will have its own lead engineer. City Engineer Paul Mood state that the Traffic Engineer will be the lead engineer over the Active Transportation Master Plan.

Councilmember McCarthy spoke about his desire to see a greater focus on Amtrak and keeping them up and running through the country. He spoke about their fuel efficiency in comparison to airplanes. Mr. Mood stated that staff is working with Amtrak on the southside platform as part of the First Mile Last Mile project. Ms. Hansen added that Discover Flagstaff does advertising for Amtrak. Staff has recently received information about some grant opportunities and they are actively working on those applications. She stated that information can be presented to Council about the work being done in support of rail travel.

City Engineer Paul Mood continued the presentation.

FUTURE PLANNING
UNFUNDED CAPITAL IMPROVEMENTS

Fire Chief Mark Gaillard continued the presentation.

FIRE DEPARTMENT FACILITY PROJECTS

Vice Mayor Aslan asked if anyone has looked at the engineering possibilities for Fire Station #6 related to expansion. Chief Gaillard stated that there has been due diligence at the existing property. There is only about three-quarters of an acre and part of that is deed restricted as open space. There is just not enough room and a challenged site will drive the cost even higher.

Police Chief Dan Musselman continued the presentation.

POLICE FACILITY EXPANSION

A break was held from 9:57 a.m. through 10:16 a.m.

Mr. Clifton continued the presentation.

SUNNYSIDE STEAM/NEIGHBORHOOD FACILITY

Councilmember McCarthy noted his support for the project, but he would like to understand what other uses there could be for the discretionary funding. Mr. Clifton offered that he does not believe that there are any other projects that are as well formulated as this.

Council expressed support to move forward with the project.

Public Works Director Scott Overton continued the presentation.

FACILITIES CAPITAL RENEWAL
CITY STORAGE

Planning Director Michelle McNulty continued the presentation.

OLD COURTHOUSE SITE REDEVELOPMENT

Assistant Parks, Recreation, Open Space, and Events Director Amy Hagin continued the presentation.

GIRLS SOFTBALL COMPLEX

Open Space Supervisor Robert Wallace continued the presentation.

ACQUISITION OF OPEN SPACE

Ms. Hansen continued the presentation.

EAST FLAGSTAFF LIBRARY

Water Services Director Shannon Jones continued the presentation.

WATER SERVICES RESILIENCY
EXPANSION AND ENHANCEMENT OF WATER SERVICES

Councilmember McCarthy asked about a water rate study. Mr. Jones stated that they are beginning a rate structure study, but it will not fix the entire $650 million need. Mr. Clifton stated that more information will be coming to Council soon. He anticipates that it will be a discussion like what was had with the stormwater rate study. The rate structure cannot shoulder the entire burden of the projects; there will have to be a lot of strategizing on what can be brought in to fund these things.

Mr. Mood continued the presentation.

BUTLER AVENUE “COMPLETE STREET”
LONE TREE REALIGNMENT & INTERCHANGE

Councilmember McCarthy asked what the higher priority is between the intersection and raising the bike lanes to sidewalk level. Mr. Mood stated that they are both high priorities, and it just

depends on which grants are available and which projects are suitable for the grants at the time. Councilmember McCarthy stated that the cost to maintain the candlesticks and curbs is significant and if there was a way to work that project ahead that would save the recurring costs.

Councilmember Sweet and Councilmember Matthews expressed support for advancing the protected intersections on Beaver.

Sustainability Director Nicole Antonopoulos continued the presentation.

CARBON NEUTRALITY

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

Management Services Director Rick Tadder continued the presentation.

FINANCIAL PLANNING FOR FUTURE CONSIDERATIONS
GENERAL FUND 10-YEAR PLAN SOURCES AND USES
GENERAL FUND FUNDING
GENERAL FUND 10-YEAR PLAN FUTURE SOURCES AND USES
HURF FUND 10-YEAR PLAN SOURCES AND USES

Streets and Facilities Section Director Sam Beckett continued the presentation.

HURF FUNDING

Mr. Tadder continued the presentation.

HURF FUND 10-YEAR PLAN FUTURE SOURCES AND USES
WATER SERVICES FUNDS 10-YEAR PLAN SOURCES AND USES

Mr. Jones continued the presentation.

WATER SERVICES FUNDING

Mr. Tadder continued the presentation.

WATER SERVICES FUND 10-YEAR PLAN FUTURE SOURCES AND USES
REVENUE TOOLBOX
USER FEES
RATES
STATE SHARED REVENUES
PRIMARY PROPERTY TAX
SECONDARY PROPERTY TAX
VOTER APPROVED TRANSACTION PRIVILEGE TAXES (SALES TAX)
DEBT OPTIONS
DEVELOPMENT FEES (IMPACT FEES)
CAPACITY FEES
GRANTS
STATE AND FEDERAL APPROPRIATIONS
BALLOT MEASURES DISCUSSION
GENERAL OBLIGATION (GO) BONDS
WHAT ARE GO BONDS
SECONDARY PROPERTY TAX
LEGAL LIMITS

CITY POLICY LIMITS
TAX RATE CAPACITY
TAX PAYER IMPACTS
EXPENDITURE LIMITATION
VOTER APPROVED TPT TAXES

Ms. Hansen continued the presentation.

BED, BOARD AND BEVERAGE TAX

Councilmember McCarthy suggested reducing the restaurant percentage to 1.5% and keeping it at 2% for the other uses.

Mayor Daggett stated that the BBB tax was one of the best things Flagstaff ever did, the revenues do so many positive things throughout the community, and she is not interested in reducing it anywhere.

There was no interest from Council to entertain a reduction.

Management Analyst Chris Rhode continued the presentation.

PRIORITY BASED BUDGET
PRIORITIES AND OBJECTIVES
KEY COMMUNITY PRIORITIES
PRIORITY BASED BUDGETING PRIORITIES AND OBJECTIVES
POSSIBLE APPROACHES
POSSIBLE PROCESSES
COUNCIL DIRECTION

Council discussed the PBB priorities and objectives. They agreed that the seven priorities are still relevant and suggested a review of the objectives for each.

Councilmember House encouraged as much engagement as possible with the neighborhood associations, community partners, and social service providers. Bring them into the process to focus in on the localized needs and to ensure that their voices are at the table. Councilmember Harris suggested engaging the youth as well.

A break was held from 1:51 p.m. through 2:06 p.m.

COUNCIL PARKING LOT ADDS/DELETES

Key requests from Council:

- Staff report on Amtrack in conjunction with the airport.
- Consideration of a bigger raise for employees.
- Consider increasing the floor of the employee pay for performance raise with a 3% minimum.
- Prioritization of protected intersections and raised bikeways.
- Consider the use of the Council initiative fund toward AOK Flag (burial services for families in need).
- Attempt to fund outstanding capital projects.
- Consider the use of the Council initiative fund toward the Arizona Trail Association.
- Increase outreach about scholarships for parks and recreation programming.
- Consider support of local festivals.

5. Public Comment

Eric Wolverton with Habitat for Humanity thanked Council for their support and commitment to workforce attainable housing.

6. Adjournment

Day 2 of the Budget Retreat of the Flagstaff City Council held April 28, 2023, adjourned at 2:46 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, MAY 2, 2023
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held May 2, 2023, to order at 3:06 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 DAGGETT	
VICE MAYOR ASLAN	
COUNCILMEMBER HARRIS	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER MCCARTHY (arrived at 4:47 p.m.)	
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 Harris 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, b*order 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 Special Work Session of March 22, 2022, Regular Meeting of April 5, 2022, Regular Meeting of March 21, 2023, Special Meeting (Executive Session) of April 11, 2023, Special Meeting (Executive Session) of April 14, 2023, and Special Meeting (Executive Session) of April 25, 2023.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to approve the minutes of the City Council Special Work Session of March 22, 2022, Regular Meeting of April 5, 2022, Regular Meeting of March 21, 2023, Special Meeting (Executive Session) of April 11, 2023, Special Meeting (Executive Session) of April 14, 2023, and Special Meeting (Executive Session) of April 25, 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.

Spencer Moran addressed Council requesting that crosswalks be repainted.

Jared Russell addressed Council about potholes that need to be repaired throughout the city.

Zyaja Mchaney addressed Council about traffic congestion and the possibility of charging drivers to drive on roads during peak times.

Zakai Martin addressed Council about potholes that need to be repaired throughout the city.

Dapper Dre addressed Council about road and bike safety. Cars should no longer be prioritized over bikes and pedestrians and attention needs to be given to make crosswalks safe for everyone.

Janet Wessels addressed Council about the upcoming Taco Bout Fun Run to support the Hope Pregnancy Center.

Tom Pearson addressed Council about the Carbon Neutrality Plan and the cost of implementation of the plan compared to the impact it can make, increased power demand, and the lack of alternative power. He urged the Council to maintain energy diversity.

Stephen Puhr addressed Council about the $56 million project for the USGS lease.

Kylie Fligg addressed Council about potholes and vehicle collisions.

Written comments concerning pickleball were submitted by the following:

- Paul Haro
- Beverly Pishkur

6. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Asian American and Native Hawaiian/Pacific Islander Heritage Month

Councilmember House read and presented the proclamation to the Commission on Diversity Awareness.

B. **Proclamation:** Bike Month

Councilmember Sweet read and presented the proclamation to the Flagstaff Biking Organization.

C. **Proclamation:** Municipal Clerk Week

Mayor Daggett read and presented the proclamation to the City Clerk Team.

7. COUNCIL LIAISON REPORTS

Councilmember House reported that she attended the Commission on Diversity Awareness Commission meeting where they discussed celebratory flags and enhancing engagement with Flagstaff's diverse community.

Vice Mayor Aslan reported that the Tourism Commission met and discussed first Friday Artwalk, Artx Festival, and received an update from Lowell Observatory about attractions in Flagstaff. He also reported that the Colorado Plateau Water Advisory Council met to discuss a strategic retreat and how to represent the community. He participated in a ride-a-long with City Engineer Paul Mood; it was a great opportunity to see and discuss the upcoming capital projects. Lastly, he reported that he will be traveling to Albuquerque to discuss Flagstaff's dark sky lighting successes with the International Astronautical Association.

8. APPOINTMENTS

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 the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. **Consideration of Appointments:** Open Spaces Commission.

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Khara House to appoint Nat White to a term expiring April 2026.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Deborah Harris to appoint Jacqueline Thomas to a term expiring April 2026.

Vote: 6 - 0 - Unanimously

Moved by Mayor Becky Daggett, **seconded by** Councilmember Miranda Sweet to appoint Bruce Fox to a term expiring April 2026.

Vote: 6 - 0 - Unanimously

B. **Consideration of Appointments:** Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Transit Advisory Committee (TAC) Citizen Representative Alternate.

Moved by Mayor Becky Daggett, **seconded by** Councilmember Khara House to appoint Carlton Johnson to a term expiring May 2026.

Vote: 6 - 0 - Unanimously

9. 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 Deborah Harris, **seconded by** Councilmember Miranda Sweet to approve the Consent Agenda as presented.

Vote: 6 - 0 - Unanimously

A. **Consideration of Appointment and Reappointment:** On-Call Magistrates for the Flagstaff Municipal Court.

Approve the appointment of Hector Figueroa and the reappointment of Michael Araujo and Howard Grodman as On-Call Magistrates to the Flagstaff Municipal Court.

B. **Consideration and Approval of Contract:** Approve the Construction Contract with Hylan-West, Inc. for the Soliere Water Transmission Main ("Project") in the amount of $2,986,530.11 (which is the sum of the bid amount of $2,900,913.00 and a Contract Allowance of $85,617.11).

1. Approve the Construction Contract with Hylan-West, Inc. (“Contractor”) in the amount of $2,986,530.11 (which is the sum of the Contractor’s bid amount of $2,900,913.00 and a Contract Allowance of $85,617.11) and a contract time of 180 calendar days;
2. Approve a Contract Allowance of $85,617.11, which is 5% of the Engineer’s Estimate;
3. Approve Change Order Authority to the City Manager in the amount of $290,091.30 (10% of the contract amount, less allowances); and
4. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Approve a Contract for Materials and Services with Vulcan Materials Company in an amount not to exceed $118,000 for hot mix asphalt for the Street Section.

1. Approve a Contract for Materials and Services with Vulcan Materials Company in an amount not to exceed $118,000 for hot mix asphalt for the Street Section; and
2. Authorize the City Manager to execute the necessary documents.

10. ROUTINE ITEMS

A. Consideration and Approval of Contract: Approval of First Amendment for GMP 2 for Construction Phase I Maintenance Repair Services with Hunter Contracting Co. for a Guaranteed Maximum Price (GMP) in the amount of $3,220.380.87 for the Inner Basin Waterline Restoration Project.

Capital Improvements Project Manager David Pedersen provided a PowerPoint presentation that covered the following:

INNER BASIN WATERLINE RESTORATION PROJECT
PROJECT STAKEHOLDERS
EXCITING NEWS
GUARANTEED MAXIMUM PRICE
CONTRACT & PROJECT TIMELINE
PROJECT SITES – GOOD, BAD, UGLY
POINT I

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to approve the First Amendment 1 for GMP 2 for Construction Phase I Maintenance Repair Services with Hunter Contracting Co. for a GMP of $3,220,380.87 and a contract duration of 130-calendar days for a total Agreement amount of $3,410,074.87 and authorize the City Manager to execute the necessary documents.

Vote: 6 - 0 - Unanimously

11. REGULAR AGENDA

A. Consideration and Adoption of Ordinance No. 2023-05: An Ordinance of the City Council of the City of Flagstaff, amending Flagstaff City Code, Title 14 Human Relations, Chapter 14-02 Civil Rights, Section 14-02-001-0006 Complaint Procedures, to allow a verified charge to be filed within one hundred and eighty (180) calendar days after the alleged violation occurred; providing for repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

Management Analyst Chris Rhode addressed Council stating that the ordinance would amend the statute of limitations for civil rights complaints from 90 days to 180 days to be in line with state and federal rules and processes. Complaints are often very emotionally charged, and it is sometimes difficult to get to a point where a complainant would like to report an incident.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2023-05 by title only for the first time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING FLAGSTAFF CITY CODE, TITLE 14 HUMAN RELATIONS, CHAPTER 14-02 CIVIL RIGHTS, SECTION 14-02-001-0006 COMPLAINT PROCEDURES, TO ALLOW A VERIFIED CHARGE TO BE FILED WITHIN ONE HUNDRED AND EIGHTY (180) CALENDAR DAYS AFTER THE ALLEGED VIOLATION OCCURRED; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

B. **Consideration and Adoption of Resolution No. 2023-19**: A resolution approving the City of Flagstaff's 2023 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD)

Housing and Grants Administrator Kristine Pavlik provided a PowerPoint presentation that covered the following:

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2023 ANNUAL ACTION PLAN
2023 FUNDING RECOMMENDATIONS

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Khara House to read Resolution No. 2023-19 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING THE CITY OF FLAGSTAFF COMMUNITY DEVELOPMENT BLOCK GRANT 2023 ANNUAL ACTION PLAN AND AUTHORIZING ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Khara House to adopt Resolution No. 2023-19.

Vote: 6 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2023-22:** A resolution approving Binding Waivers of Enforcement for twelve 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 BINDING WAIVERS OF ENFORCEMENT
ORDINANCE 2020-28
PROP 207 CLAIMS
OVERVIEW OF PROP 207

Moved by Councilmember Khara House, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2023-22 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING BINDING WAIVERS OF ENFORCEMENT FOR TWELVE PARCELS OF LAND WITHIN THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF

Moved by Councilmember Khara House, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2023-22.

Vote: 6 - 0 - Unanimously

D. **Consideration and Adoption of Resolution No. 2023-17:** A resolution of the Flagstaff City Council, approving the First Amendment to the Transit Service Intergovernmental Agreement by and between the City of Flagstaff and the Northern Arizona Intergovernmental Public Transportation Authority

Capital Improvements Senior Project Manager David Pedersen addressed Council stating that the amendment establishes the joint development and construction of bus lanes on the new portion of Beulah Boulevard as part of the Beulah/University Realignment Project. It also specifies the roles and responsibilities of both the City of Flagstaff and NAIPTA through the construction of the Project. He also mentioned the construction of the CDL course that will benefit both parties.

Moved by Councilmember Miranda Sweet, **seconded by** Vice Mayor Austin Aslan to read Resolution No. 2023-17 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING THE FIRST AMENDMENT TO TRANSIT SERVICE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF FLAGSTAFF AND THE NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Deborah Harris to adopt Resolution No. 2023-17.

Vote: 6 - 0 - Unanimously

12. PUBLIC HEARING ITEMS

A. Northern Arizona Healthcare Public Hearings

Mayor Daggett opened the public hearing on items 12Ai and 12Aii.

Zoning Code Manager Tiffany Antol provided a PowerPoint presentation that covered the following:

NAH HEALTH VILLAGE PHASE I SPECIFIC PLAN AND CONCEPT ZONING MAP AMENDMENT
IT TAKES A TEAM
NAH HEALTH VILLAGE
NAH HEALTH VILLAGE PROPERTY CONTEXT MAP
NAH HEALTH VILLAGE SPECIFIC PLAN
PURPOSE OF SPECIFIC PLAN
PLANNING FRAMEWORK
ZONING CODE MODIFICATIONS
SITE PLANNING DESIGN STANDARDS
ARCHITECTURAL DESIGN STANDARDS
BICYCLE PARKING
PUBLIC FACILITY ZONE SPECIFIC STANDARDS
HIGHWAY COMMERCIAL ZONE DEVELOPMENT STANDARDS
CONCEPT IMAGES
VIEWSHED IMAGES
COMMUNITY SERVICES IMPACT ANALYSIS – POLICE
COMMUNITY SERVICES IMPACT ANALYSIS – FIRE

COMMUNITY SERVICES IMPACT ANALYSIS – SCHOOLS
COMMUNITY SERVICES IMPACT ANALYSIS – ECONOMIC IMPACTS
COMMUNITY SERVICES IMPACT ANALYSIS – PARKS
NAH PHASE 1 CONCEPT ZONE PLAN
CONCEPTUAL LAND USE AREA PROGRAM
RESOURCE PROTECTION
OPEN SPACE & CIVIC SPACE
LANDSCAPING & OUTDOOR LIGHTING
PARKING CALCULATIONS
PED & BIKE CIRCULATION SYSTEM

Transportation Engineer Steph Santana continued the presentation.

FULL-BUILDOUT PRE-SCOPING/TIA
PHASE TIA REQUEST
REGIONAL PLAN ROADWAY NETWORK

Ms. Antol continued.

WATER SEWER IMPACT ANALYSIS (WSIA)
STORMWATER ANALYSIS
WHAT IS STAFF'S ROLE IN THIS REVIEW
REGIONAL PLAN CONFORMANCE
FINDING #1

Senior Assistant City Attorney Christina Rubalcava continued the presentation.

CARBON NEUTRALITY GOALS & POLICIES

Ms. Antol concluded the presentation.

FINDING #2
FINDING #3
DRAFT DEVELOPMENT AGREEMENT CONTENTS
CITIZEN PARTICIPATION PLAN
SPECIFIC PLAN RECOMMENDATION
CONCEPT ZONING MAP AMENDMENT RECOMMENDATION

Vice Mayor Aslan asked about the lighting standards and conforming to the Zone 2 standards. Ms. Antol explained that the lighting code standards changed while things were in the works. There are certain areas where white light is permitted such as the ambulance entrance. It appears that everything will be able to work within the requirements of the lighting code.

Vice Mayor Aslan asked about the options for recreation facilities. Ms. Antol stated that NAH has committed to incorporating an active recreation amenity and is working with the Parks, Recreation, Open Space, and Events team. The commitment is to own, operate, and maintain an amenity.

Councilmember McCarthy noted concern with phrases within the Development Agreement (DA) such as "it is recommended" rather than "it is required," he requested that those be resolved before it is brought to Council for approval. He asked about the Traffic Impact Analysis (TIA) and if events at Fort Tuthill were included in the analysis. His concern is with the offramps being crowded during events making access to the hospital difficult.

Ms. Santana stated that events were not included in the 2027 Phase 1 TIA. She indicated that ADOT is having NAH build a bypass lane off the offramp to ensure proper access at all times.

Mayor Daggett stated that the draft DA mentions public access to the open space; she asked if there is an easement for that access. Ms. Antol stated that there is an easement that will be included with the final DA; they are still working through some of the specific details, but the easement will live in perpetuity with the land.

Mayor Daggett asked the pros and cons to not grading the Purple Sage underpass right now but to provide funding for grading at a later time. Traffic Engineer Jeff Bauman stated that the roadway is not required for mitigation for Phase 1 of the project but is anticipated to be required for future phases. It is less expensive at the moment to not build the grade, but it will be more expensive to do it in the future. Ms. Santana added that traffic control and access to the hospital will be things that have to be considered if the grading is done at a future time.

Mayor Daggett asked if there are concerns about water, flooding, or maintenance at the underpass. Water Services Engineer Gary Miller stated that the area needs to be able to drain and if they are constructing drainage at the higher grade, there will be additional costs to bring that drainage down to a lower grade when the time comes. In terms of flooding and maintenance concerns, he is not aware of any currently, but there would be an assessment as part of the civil plan review.

Councilmember Sweet asked if there is a specific timeline on the solar installation. Ms. Antol stated that the current commitment is 2030 knowing that the hospital is anticipated for opening in 2027.

Josh Tinkle, Steve Eiss, Colleen Maring, Nolan Rome, John Niziolek, and Christopher Lininger on behalf of Northern Arizona Healthcare provided a PowerPoint presentation that covered the following:

NORTHERN ARIZONA HEALTHCARE HEALTH AND WELLNESS VILLAGE
NAH AS A NON-PROFIT
MAKING HEALTH CARE AVAILABLE TO ALL
FLAGSTAFF IS THE REGIONAL HUB OF NORTHERN ARIZONA
1200 N. BEAVER ISN'T SUITED FOR THE 21ST CENTURY
OBSTACLES TO EXPANDING AT 1200 N. BEAVER
ACCESSIBLE TO FLAGSTAFF'S FUTURE GROWTH
IMPROVING THE EMERGENCY DEPARTMENT EXPERIENCE
BUILDING HEIGHT
FLAGSTAFF CLIMATE ACTION & ADAPTATION PLAN
WHITE HOUSE CLIMATE PLEDGE
SUSTAINABILITY COMMITMENT TO SOLAR
SUSTAINABILITY SITE DEVELOPMENT & WATER EFFICIENCY
SUSTAINABILITY ENERGY REDUCTION
LEED RATING POTENTIAL
SUSTAINABILITY NEED FOR NATURAL GAS
SUSTAINABILITY EMBODIED CARBON REDUCTIONS
SUSTAINABILITY PATH TO CARBON NEUTRALITY
TRAVEL IMPACT ANALYSIS INPUTS
WE CARE ABOUT TRANSPORTATION ACCESS AND EQUITY
BEING GOOD NEIGHBORS
GRADING DOWN FOR POTENTIAL UNDERPASS
VISION PLANNING FOR 1200 N. BEAVER CAMPUS

ECONOMIC BENEFITS FOR FLAGSTAFF
NAH DEVELOPMENT AGREEMENT COMMITMENTS
DEVELOPMENT FEE COMPARISON
ENGAGING THE COMMUNITY SINCE 2021
RESPONDING TO PUBLIC COMMENT
OUR FORMAL ASK OF CITY COUNCIL

Councilmember Matthews asked how it was determined that the underpass was needed. Ms. Antol stated that it all starts with the Regional Plan maps. The underpass is part of the overall transportation system that considers increased density in this part of the city. Roadwork connectivity is one of the more difficult components; the Regional Plan calls for connectivity and creating the most connected network possible.

Councilmember House asked what the anticipated impact is to the 6,000 patients that were diverted over the last year. Mr. Eiss stated that from an occupancy standpoint, it would negate that completely. Additionally, they could bring an additional 44 beds to the market without impact on the footprint within a year. The design was to not put in any more than what is needed and then to continually monitor and utilize triggers for when things need to grow. Observation beds are increasing as well.

Vice Mayor Aslan asked about the commitment to dark skies. Mr. Eiss stated that they are committed to 2700 Kelvin. They have met with the Observatory and had the plan approved by them.

Vice Mayor Aslan stated that 20 electric charging stations are not encouraging with 2,000 spaces; he would like to see more. He also expressed concern about access issues with grading at a later time. Mr. Eiss stated that there will be multiple points of access to the hospital during any construction. They are not arguing the planning that shows the need for the road but they want to do it at the right time.

Vice Mayor Aslan asked about the plans for repurposing the legacy campus. Mr. Eiss stated that they are committed to the redevelopment of the existing campus. They envision a multi-use facility with some form of infill housing. They are looking to continue partnerships with NAU and CCC so parts could be used as nursing training centers. There is a lot of opportunity to do something really neat with infill development for the city.

Vice Mayor Aslan stated that he would have liked to see them further along in the plans for redevelopment. Mr. Eiss offered that their focus has been on step one of the process, and it is irresponsible to guess what the community will need in 2030. They are committed to doing the right thing at the right time.

Councilmember Sweet offered that she appreciates the commitment to meeting with the county monthly throughout the process. She stated that the building envelope seems close to the trail system and asked if there are any plans to move the trail or mitigate the impacts of the building envelope. Guillermo Cortes with SWI stated that they are actually giving back another fourteen feet because they are not using the ingress/egress access. The building envelope will actually be further away from Soldier Trail.

Councilmember Sweet asked about the events that go late at Fort Tuthill, including concerts with loud music. Mr. Eiss noted no concerns and stated that it is something that was incorporated into the design. They will not be making any noise complaints, and they also believe that they may be able to help with overflow parking. They are happy to participate and cooperate with the county to that end.

Councilmember Matthews stated that there have been a lot of comments about the board of directors being a volunteer group. She asked if the hospital were to sell to another hospital if the board members or staff would receive any bonus to move forward. Mr. Eiss explained that there are no financial ties and that they are salaried employees with no percentage stake in the company, the same is true for the board.

Councilmember Harris asked about the plans for the NICU unit with the new hospital. Chief Nursing Officer, Tyffany Laurano stated that currently the NICU is an open space with no walls to define each patient space. There is no privacy for patients and their families. In the new facility, the rooms will all be private and families can have a better time spent with their children. The existing NICU has 16 beds, the new hospital will expand that to 20 beds with additional rooms for twins and triplets. Family integration is important and being able to keep families together in these situations is vital.

A break was held from 7:12 p.m. through 7:35 p.m.

The following individuals spoke in favor of the rezone and specific plan:

- Louann Mace
- Molly Munger
- Donald Rodrigue
- Jill Shook
- Rich Bowen
- Mike Loven
- Judy Androndwitz
- Alex Castillo
- Nick Pearce
- Sean Slossen
- Anthony Gobe
- Chris DeWitt
- Dawn Yengich
- Doug Lowden
- Tyffany Laurano
- Cat Duffy
- Pasquaw Bernadi
- Amy Stapleton
- Kyle Monje
- Larry Kushner
- Darrell Dodge
- Nicholas Baltazar
- Gered Ryan
- Pat Ellsworth
- Kate Sommer-Elliott
- Guillermo Cortes
- Stacey Salyer
- Joe Galli
- Rebecca Pyrz
- Tim Kinney
- Ken Berkhoff
- Maraka Oltroggee
- Gail Jackson

The following comments were received:

- The 50-year-old facility has reached its capacity and has been modified to keep pace

with the growing community and it is no longer meeting the needs.
- Flagstaff needs and deserves a better hospital.
- A facility is needed that allows families to be a part of the healing process.
- They are struggling with current technology infrastructure and there is limited capacity to expand technology.
- The community needs to come together to expand the community's needs.
- People do not want to be deferred to Phoenix due to a lack of space or technology.
- Healthcare and its delivery are ever-changing, and we cannot be in catch-up mode, we need to invest in the future now.
- Support the new campus.
- NAH has changed into a regional referral center.
- The new hospital will provide high-quality care with the state-of-the-art technology necessary for the best care.
- Renovation is no longer practical; we need an optimized facility for patient care.
- A new facility will allow for new technologies and adapt to future needs.
- The current hospital is undersized, inefficient, and at the end of its life.
- Healthcare is personal and every patient wants to know that they are being cared for by professionals who are leading the way with the most advanced research technology.
- The focus should be on wellness and treatment rather than on trying to fix antiquated facilities.
- A new hospital with access to the latest technology will help bring students to the area to educate and serve in rural communities.
- Healthcare in Flagstaff has done nothing but improve over time and a new campus is the next step.
- Let us be local in our support of the expansion.
- What happens in Flagstaff affects the entire Northern Arizona region.
- Costly inefficiencies and facilities cannot be updated for current or future state-of-the-art medical facilities.
- To deny or delay perpetuates operational inefficiencies.
- More than half of the patients receiving care at Flagstaff Medical Center (FMC) are from outside of the Flagstaff area.
- The demand for healthcare services is outpacing FMC’s ability to provide care because they do not have the space to accommodate patient volumes.
- It is a cost burden to families when their loved ones have to be deferred outside of Flagstaff.
- The new location will improve access to the majority of the community.
- Excited to see this project become a beacon in our community that provides the best quality healthcare to all.
- No one should have to go to a hospital and wonder if they will be able to receive the care they need.
- So many are deferred to Phoenix because FMC lacks the resources and tools to support the needs of the patient.
- The new location will allow for significant expansion to pediatric facilities that are desperately needed.
- A new facility with the latest technology will help recruit high-quality providers.
- The health of the city and the health of the citizens is absolutely better with this new wellness village.
- Practicing in an outdated facility delays care.
- More space is needed for modern medical equipment.
- If we want to recruit quality providers we need a campus that can accommodate new service lines and the needs of the community.
- Investment in health and infrastructure is a commitment to the wellness and sustainability of the community.
- The proposed hospital will be safer and more conducive to healing.

- The new hospital will increase jobs and draw in quality healthcare professionals.
- Single rooms will provide more rest and comfort for patients.
- The new hospital will provide accommodations and space for family members to visit and learn about aftercare.
- It is unusual to have a locally owned and operated facility, this is an opportunity to do something big for Flagstaff.
- The new facility supports the needs of a growing community now and into the future.
- NAH is the community, they are our friends and neighbors who work every day to make sure they can provide the care needed to the community.
- We will never get to full agreement on this project, consider the larger population that NAH serves and do not limit the access to a few dissenting voices.
- It is obvious that NAH needs to expand; the buildings worked in 1973 but do not work in 2023 and there are only so many renovations that can be made.
- The new campus will benefit us in many ways, it will provide great quality healthcare, draw top qualified doctors and other professionals, enable NAH to stay competitive, provide next-generation healthcare amenities, and become a financial investment and economic boom for the region.
- The cost of doing nothing will be the highest cost of all.
- The difference this facility will make for staff and patients will be huge.
- The design will be great, especially for the operating rooms with much more space and better workflow.
- People are being deferred to Phoenix to receive the care that they need.
- I support the designation of passive and active recreation and accessibility by the public to provide better preventive care.
- This new facility is not a deterrent but an attraction to get better providers here and enhance the business community.
- The metrics that were presented exceed LEED and Energy Star certification as well as the city's Carbon Neutrality Plan.

The following individuals submitted written comments in support of the rezone and specific plan:

- Scott Watson
- Josephine Ribelin
- Shannon Watson
- Chris McCoy
- Dr. Tracye A. Moore
- Dr. Adrian Gupton
- Mark and Eve Ford
- Priscilla Mckerracher
- Mary and Andrew Kendall
- Robert Czajkowski

The following individuals spoke in opposition to the rezone and specific plan:

- Geronimo Vasquez, Coconino County Supervisor
- Matt Ryan, Coconino County Supervisor
- Patrice Horstman, Coconino County Supervisor
- Michelle James
- Marilyn Weissman
- Jill Stephenson
- Douglas Maple
- David Monihan
- Sandra Lubarsky
- Debra Block
- Rebecca Browning

- Stefan Sommer
- Sat Best
- Charles Sechrist
- Joshua Hensley
- Nancy Branhan
- Alexander Shenkin

The following comments were received:

- There are a lot of unanswered questions regarding the TIA.
- There should be a comprehensive TIA done on all three phases of the project.
- They say they are supportive of transportation to the area, but there has been no financial commitment to that effort.
- They need to honor the historical use of Fort Tuthill.
- This move will shift the center of gravity for medical care in Flagstaff.
- All community concerns should be addressed before moving forward.
- Purple Sage is a forest service road, and they are trying to design a road that was never intended to be used as an arterial.
- There is concern about the impact the hospital will have on Fort Tuthill Park.
- The county is looking to expand the use of the park facilities and this will have an impact on those plans.
- The county wants to be and should be, part of the conversation to have meaningful collaboration and agreements.
- A needs assessment is needed to determine the needs of the community and the needs should be weighed against the climate emergency and the housing emergency.
- The community does not have the information to determine if the benefits outweigh the costs.
- If Council approves the development, then the carbon emissions from the development should be mitigated and included in the development agreement.
- We cannot know if the relocation is good for the community without an objective analysis of how it will impact our well-being.
- A move will have ramifications to many and those need to be understood.
- Postpone any decision on the rezoning until a community needs assessment is done.
- Is the consolidation to a village better than outpatient or ambulatory facilities?
- The proposal comes with a significant financial impact on the city.
- If approved, what will the carbon footprint be for the initial construction, what will the energy needs be, how much carbon will be released, and will there be enough solar installed to offset the energy needed?
- How will those with no transportation get access to the hospital?
- This project is likely to result in more tax burdens.
- This project will not help meet the Carbon Neutrality Plan goal of carbon neutrality by 2030.
- In 2019 the hospital had 5 stars and to assume the facility is now completely obsolete is not valid.
- Specific needs are not driving the project but rather a desire to build a new facility.
- Without measuring community needs you will build facilities that are not needed.
- We are venturing into the unknown with the village concept.
- There are an enormous amount of alternative possibilities that have not been considered.
- Since 2000 over half of the nurses have left because of housing costs.
- Do not be in a hurry to spend millions of taxpayer dollars before you know what you are getting.
- There is concern about the economic sustainability of the project.
- At such a high cost, will they get halfway down the road and end up not delivering on their promises?

- The 2022 Community Health Assessment report done by NAH had 400 respondents stating that the biggest need is mental health, substance abuse, and other social factors; no mention was made of the need for a new facility.
- Hospitals are modernizing facilities without building an all-new facility; renovation is the most cost-effective approach.
- Flagstaff does not need big-box healthcare.
- FMC belongs to Northern Arizona and this plan is equated to a hostile takeover.
- This does not promote the public interest, it supports sprawl, traffic congestion, and light pollution.
- Natural resources are exploited beyond what would be saved with a new building.
- The Planning and Zoning Commission voted no on the specific plan and the rezone; that needs to be considered.
- The project does not conform to the Regional Plan.
- There is no way to determine if the new development will help the city meet the goal of carbon neutrality by 2030.
- More information is needed on the carbon impacts and the Sustainability Division needs to evaluate that information before a decision can be made.
- There is a cultural issue at FMC and they need to treat their people better.
- What will happen to the businesses that surround the current FMC facilities?
- Do not rush the process, more information is needed.
- Noise analysis is needed to evaluate the impact of increased traffic, ambulance noise, and helicopter noise on the neighboring community.

The following individuals submitted written comments in opposition to the rezone and specific plan:

- Gwendolyn Waring
- Joseph Nackard
- William F. Garbarino
- Douglas Mapel
- Lawrence Luke
- Michael Ryan
- Lisa Boals
- Dana Jolly
- Stanley Tax
- Katy Abrams
- Tony Gioia
- Tom Taylor
- Rebecca Kruse
- Sally Nelson
- Carleton Lane
- Sara Lane
- Cynthia Panettieri
- Beverly Hedden
- Karen Battaglia
- Bob and Kristen Rothrock
- Chris Heyer
- Rosemary Keiser
- Leon and Kohava Benatar
- Julie Friess
- Paul Medow
- Barbara and Walter Pickett
- Sandy Moriarty
- Janet and Dave Dubiel
- Lisa Holly

- Terry Adair
- Carolee Bruder
- S. Roeder
- Suzanne Read
- Robert and Holly Johnson
- Marilyn Filippis
- Gay Chanler
- A. Bidwell
- Linda Hogsett
- S. L. Galbreth
- Greg Luckey
- Lori Feine
- Dave Hanke

On behalf of NAH, Ms. Maring offered that a majority of the comments are positive. She stated that the certificate holders remain an advisory group and they meet every other month to discuss projects such as this. NAH does do community health needs assessments every two to three years with the most recent in June 2022. They are conducted by an independent group and can be found on the NAH website. The assessments have indicated that access to healthcare is a top need in the community. Part of the implementation plan was driven by the needs assessment and their partnership with a data consulting firm to identify the travel patterns for health and where community members are going for healthcare.

Vice Mayor Aslan stated that he would like more time to consider the information and comments presented tonight.

Moved by Vice Mayor Austin Aslan, **seconded by** Councilmember Miranda Sweet to postpone the public hearing to May 16, 2023.

Councilmember Harris stated that if there is more information desired then that should be requested now so time is not wasted.

Councilmember House asked if there is an incentive program for vehicle charging stations. Ms. Antol stated that when the energy code standards were adopted the requirement is for hook-up and not for all charging stations to be put into place.

Mayor Daggett stated she would like some additional information related to the grading of Purple Sage.

Vice Mayor Aslan stated that he would like to see more complete charging stations put in. He would also like more discussion about an evaluation plan with regard to community health needs and a carbon footprint assessment to understand where things are now and where they should be in 2030.

Councilmember McCarthy indicated that he is interested in more information on the financial feasibility of NAH to complete the project. Councilmember Matthews stated that she does not believe that it is within the scope of the city to financially analyze their capability.

Mr. Solomon stated that the decision before Council is to consider the findings and if they can be met.

Vote: 6 - 1

NAY: Councilmember Deborah Harris

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to forego the remainder of the meeting and adjourn.

Vote: 7 - 0 - Unanimously

i. **Consideration and Adoption of Resolution No. 2023-20 and Ordinance No. 2023-12:** A Resolution of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "NAH Health Village Phase 1 Specific Plan" and an Ordinance of the City Council of the City of Flagstaff, Coconino County adopting the NAH Health Village Phase 1 Specific Plan to guide the development of 172.62 acre of real property and to provided specific development requirements for 93.39 acres generally located at 1120 W Purple Sage Trail.

ii. **Consideration and Adoption of Ordinance No. 2023-11:** An Ordinance of the City Council of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 98.39 acres of real property from Rural Residential (40.47 acres) and Estate Residential (57.92 acres) to Highway Commercial (63.18 acres) and Public Facilities (35.21 acres) and adding the Resource Protection Overlay to APN 112-10-036, 112-10-037, and 112-05-125 generally located at 1120 W Purple Sage Trail.

13. PUBLIC PARTICIPATION

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

15. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held May 2, 2023, adjourned at 10:38 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 May 2, 2023. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 28th day of August, 2023.

_____
CITY CLERK

CITY COUNCIL SPECIAL MEETING
WEDNESDAY, MAY 3, 2023
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
5:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the special meeting of the Flagstaff City Council held May 3, 2023, to order at 5:01 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:	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 Harris read the Mission Statement of the City of Flagstaff, and Councilmember Sweet 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. **Consideration and Approval:** Termination of Lease, Construction and Service Agreement between City of Flagstaff and Norton Environmental, Inc.

Public Works Director Scott Overton addressed Council stating that the action before them is to terminate the agreement between the city and Norton Environmental.

The materials recovery facility is the city's recycling center that is operated by Norton Environmental, they have been providing recycling services since 1996. The contract was set to conclude in September 2023, but recent events have forced an accelerated timeline. The facility has been shut down and there is no longer a location to haul residential and commercial recycling materials to. For the last week commercial recyclable materials have been hauled to the landfill and residential service is currently paused.

Councilmember Matthews asked if there was any equipment being removed from the facility. Mr. Overton stated that it is currently unknown. If the agreement is approved, Norton will have until 8:00 a.m. on May 4, 2023 to remove any of their possessions that they wish to keep.

Vice Mayor Aslan asked how long it would take to clean things up and become operational. Mr. Overton explained that they do not know the full extent of the damage from the fire. The reset of the system and operations will be evaluated in the morning.

Mr. Clifton stated that the team has been working hard on the situation, it has been an around-the-clock involvement over the past week. There has been a lot of hard work with Norton to facilitate a good transition and then these other extenuating events transpired. He expressed his deep appreciation to those who have been involved in this effort.

Solid Waste and Fleet Services Section Director Evan Tyrell addressed the Council offering appreciation to everyone who has been working through things. The intent is to resume operations on Monday, May 8, 2023. Tomorrow they will enter the facility, do an assessment and identify the work needed to convert the facility to allow them to drop materials and then load them into trucks that will transport them to the Phoenix area. Transportation remains a challenge, they are hopeful that they can get something lined up by the end of the week.

Councilmember Matthews asked if transportation cannot be arranged if residential materials will be hauled to the landfill. Mr. Tyrell stated that the pause through Friday is the furthest they can go for residential. There are some considerations for temporary storage, but it is significantly limited.

Mr. Overton stated that more information will be coming to Council soon on the future of recycling throughout the city.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to approve the Termination of Lease and Construction and Service Agreement between City of Flagstaff and Norton Environmental, Inc.

Vote: 7 - 0 - Unanimously

5. ADJOURNMENT

The Special Meeting of the Flagstaff City Council held May 3, 2023, adjourned at 5:23 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 May 3, 2023. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 28th day of August, 2023.

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, MAY 9, 2023
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the Work Session held May 9, 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 Matthews read the mission statement 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. 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.

Michael Pappas addressed Council with concerns and complaints about Mountain Line operations.

Michele James, on behalf of Friends of Flagstaff's Future, addressed Council with concerns about the NAH proposal. There will be detrimental effects of moving the hospital outside of the city core. NAH can retrofit and renovate the existing facility while also continuing its vision.

Sandra Lubarsky addressed Council about the NAH proposal. There is no opinion from outside experts with knowledge of these types of projects. It is important to understand the impacts of a medical retail facility on the outskirts of town.

Dapper Dre addressed Council about bike safety and road design. We spend hundreds of millions of dollars on projects and safety should be built into the road and intersection designs. The city continues to design to the convenience of cars and speeding them up, the focus needs to change to prioritizing bicycles and pedestrians.

Bryan Bates addressed Council about the repurposing of NAH's legacy campus and taking the time needed to look for hidden opportunities that could save time and frustration.

Stefan Sommer, on behalf of the Northern Arizona Climate Alliance, addressed Council with concerns about the NAH proposal. The concerns focused on the carbon footprint of the development, the climate impacts, and suggestions to mitigate the impacts.

Adam Shimoni addressed Council with concerns about the traffic impact analysis done for NAH. He indicated that he believes that the modeling is problematic and it is too car-centric.

Written comments in opposition to the relocation of the hospital were received by the following:

- Terry and Reva Clay
- Lynn Sweitzer
- Sabra Daly
- Danielle and Carlos Ramos
- Jesse and Candra Faulkner

A written comment in opposition to pickleball courts at Bushmaster Park was submitted by Cindy Haro.

5. Review of Draft Agenda for the May 16, 2023 City Council Meeting

None

6. **Proclamation:** Provider Appreciation Day

Mayor Daggett read and presented the Provider Appreciation Day proclamation.

7. **Proclamation:** Mental Health Awareness Week

Councilmember House read and presented the Mental Health Awareness Week proclamation.

8. **Proclamation:** National Economic Development Week

Councilmember Sweet read and presented the National Economic Development Week proclamation.

9. **Proclamation:** National Travel and Tourism Week

Councilmember Matthews read and presented the National Travel and Tourism Week proclamation.

10. **National Travel and Tourism Week Update**

Convention and Visitor's Bureau Director Trace Ward provided a PowerPoint presentation that covered the following:

NATIONAL TRAVEL & TOURISM WEEK
THE VISITOR ECONOMY IS ESSENTIAL
VIDEO
FLAGSTAFF APPROACH TO NATIONAL TRAVEL AND ECO TOURISM WEEK

Council and staff briefly discussed the I-17 clean-up event.

Councilmember Sweet thanked the tourism team for the work they do for the business community and for keeping Flagstaff top of mind.

11. **Economic Development Week 2023**

Business Retention and Expansion Manager John Saltonstall and Business Attraction Manager Jack Fitchett provided a PowerPoint presentation that covered the following:

ECONOMIC DEVELOPMENT WEEK 2023
ACTIVITIES THROUGHOUT FLAGSTAFF
PARTNERS

Moonshot@NACET Executive Director Diana White addressed Council covering the following points:

- Strategies for more community engagement.
- New Director of Events and Community Engagement position.
- Success stories from the last few months.

- Three companies received over $7000 in ARPA funding.
- In person workshops have started back up again.
- Pitch events.
- Occupancy is over 70%.
- $5.6 million in funding.
- $6.4 million in revenue.
- 437 jobs created or retained.

- Economic development is a community effort.

Economic Collaborative of Northern Arizona President and CEO Gail Jackson addressed Council covering the following points:

- In Winslow, there are 1,200 acres of industrial land where they are looking to be innovative by creating the first-of-its-kind inland port. This will provide millions of square feet for warehousing and manufacturing, many jobs, access to rail and major interstates, and the revitalization of an underutilized airport. It will also bring new housing developments.
- In Camp Verde, they are celebrating the announcement of a new manufacturer and framing service company. It will be 110,000 square feet and create over 180 jobs. They anticipate full operations in the spring of 2024.
- The NAH relocation will be transformational for the region and the health of the economy.
- They are working on a strategic plan for the region that will tie all municipalities together.
- They are conducting a labor analysis and identifying workforce needs.
- There is a workforce housing analysis being done with the intent to develop tangible goals for the region.
- They continue to find and bring high-wage, low-impact jobs to Northern Arizona to keep the quality of life high.

Councilmember Matthews stated that it is exciting to hear about the new industry and economic vitality that is stimulating Northing Arizona. She appreciates the collaborative efforts throughout Flagstaff to bring and keep businesses here.

Councilmember McCarthy stated that he continues to be amazed at the great work Economic Vitality has been doing.

Vice Mayor Aslan stated that he helped facilitate a conversation between BlockLite and NAH about the use of carbon-capturing cinderblocks. There are exciting possibilities there, and he is proud of the team and their efforts to advance businesses such as these. Mr. Saltonstall stated that there are some exciting things coming from BlockLite, and it is always great when materials can be sourced locally.

Mayor Daggett voiced her appreciation to the team for their hard work in building strong partnerships and relationships throughout the region. Councilmember House agreed and added that she likes the live neighborly engagement.

12. **Mountain Line Update to City Council**

Mountain Line CEO and General Manager Heather Dalmolin provided a PowerPoint presentation that covered the following:

MOUNTAIN LINE TODAY AND BEYOND
FY2023 PERFORMANCE
BUDGET REVIEW
COMPENSATION RECOMMENDATIONS
BENEFIT RECOMMENDATIONS

FY2024 OPERATING BUDGET
BUDGET RESULTS
5 YEAR FINANCIAL OUTLOOK

Councilmember Matthews asked how many trips are done per day collectively across all routes. Ms. Dalmolin stated that it is about 500 trips per day.

Councilmember Matthews asked how many riders are coming from NAU. Ms. Dalmolin stated that 50% of the ridership on Route 10 is NAU riders when school is in session.

Councilmember Matthews asked how often the taxi service runs. Ms. Dalmolin stated that they do not restrict the use of the taxi service; people must qualify for the paratransit service, but there is no restriction on when trips can be made or how many trips can be taken, but they receive a value of up to $300 per month. Users are able to be qualified on a short-term or long-term basis depending upon need.

Councilmember House asked about the anticipated increases with the shift to electrification of the fleet. Ms. Dalmolin stated that when they made the decision to transition to zero emissions, they did a study which found that the change from the current hybrid vehicles to zero-emission electric vehicles would reduce the maintenance costs because there are not the same amount of moving parts to be maintained. The challenge with a zero-emission fleet is the actual cost to charge the vehicles. It is not a direct offset from the savings realized in general maintenance. There will be an increase in the cost to charge the vehicles.

Mountain Line Transit Planner Bizzy Collins continued the presentation.

TRANSIT NEEDS (2022)
TRANSIT NEEDS (2021)
TRANSIT NEEDS (2019)
FLAGSTAFF IN MOTION
TRANSIT VISION

Councilmember McCarthy asked if there is any data that indicates that a route to the hospital would be used. Ms. Collins stated that the current NAH bus stops are currently in the top 25% of ridership in the system, and they do see robust employee passes being used there and people going to visit those in the hospital.

Councilmember Matthews stated that there are a lot of transfers at the NAH stops, she asked if there were true numbers for ridership to and from the hospital. Ms. Collins stated that based on pass holders it is about 5% of total trips to and from the hospital.

Councilmember Matthews asked how many employee passes are being used. Ms. Collins stated that there are 100 unique users per month making trips.

IMPROVE ACCESS TO THE BUS SYSTEM
TRANSIT VISION ACCESS FROM DCC IN 15 AND 30 MINUTES
TRANSIT ACCESS
TRANSIT-SUPPORTIVE ACTIONS
BUS RAPID TRANSIT (BRT)
NEXT STEPS
5 YEAR FINANCIAL OUTLOOK

Council briefly discussed bus stop shelters, Route 5, and student riders. They thanked Mountain Line for the presentation and discussion.

A break was held from 5:17 p.m. through 5:30 p.m.

13. **Short-term Rentals License Update**

Public Affairs Director Sarah Langley, Management Services Director Rick Tadder, Community Director Dan Folke, Customer Service Manager Jessica Kittleson, and Senior Assistant City Attorney Anja Wendel provided a PowerPoint presentation that covered the following:

SHORT TERM RENTAL ORDINANCE
AGENDA
SHORT TERM RENTALS DEFINED
SCHEDULE OF EVENTS
STRS IN FLAGSTAFF
BACKGROUND – ZONING AND CITY CODE
BACKGROUND – A.R.S. 9-500.39
PUBLIC COMMENTS ON DRAFT ORDINANCE
DRAFT ORDINANCE
LICENSE REQUIRED
LICENSE FEE
LICENSE APPLICATION
APPLICATION PROCESS
LICENSE DENIAL
NEIGHBOR NOTIFICATION
EMERGENCY POINT OF CONTACT

Council discussed the use of the emergency hotline to field all calls and be the buffer between the complainant and the owner. Council expressed concern about access to emergency contact information being used to harass people.

ADVERTISEMENTS AND POSTING
SEX OFFENDER BACKGROUND CHECKS AND LIABILITY INSURANCE
VERIFIED VIOLATION

Councilmember House asked how it would be a prohibited use to house a sex offender if there is no requirement to screen occupants. Ms. Wendel stated that it would be complaint-driven.

Councilmember Matthews asked about registered sex offenders and if they would be required to notify when occupying a short-term rental. Police Chief Dan Musselman stated that sex offenders are required to register within 72 hours of moving to a new residence, he is not sure how that would translate to a short-term rental. He will research and report back to Council.

Mayor Daggett stated that one of the big complaints is sidewalks not being shoveled or trespassing. Those are more code violations rather than serious offenses; she asked if they would be included in the verified violation. Ms. Wendel stated that she believed that they would be.

VERIFIED VIOLATION – MUST BE “FINALLY ADJUDICATED”
LICENSE SUSPENSION
PENALTIES FOR VERIFIED VIOLATIONS
COMPLAINTS AND CODE COMPLIANCE
PUBLIC OUTREACH PLAN
STAY UP TO DATE

The following individuals addressed Council regarding short-term rental regulation:

- Beth Knisely
- Tim Trazaska
- Ellie Blair
- Mike Bland
- George (no last name given)
- Jake (no last name given)
- Patrick Mowrer
- Erik (no last name given)

The following comments were received:

- Short-term rental hosts need to be accountable and be good stewards.
- The most frequent violation seen is unattended fires.
- Set a justifiable and equitable fee.
- This is just another expense by the city, and I am not sure if it will land results.
- Short-term rentals are not bad, I have paid over $30,000 in salaries, and I pay taxes to the city.
- Are the penalties associated with short-term rental fines commensurate to fines for property owners?
- There are vigilantes that try to harass short-term rental operators, there needs to be a buffer in place to prevent this from happening.
- It would be more fair to regulate “Air bnb” and “VRBO” rather than hosts directly.
- There are a lot of privacy concerns with this plan.
- In the past there has been nowhere to go with complaints and concerns; this will help bridge that gap, especially with out-of-state owners.
- Suggest charging a higher fee for hosts who are not residents of Arizona or Flagstaff.

Written comments concerning the regulation of short-term rentals were submitted by:

- Eve Fiorucci
- Mary Norton

Council discussed violations and penalties, ways to educate and address Flagstaff-specific issues, notification requirements, and the posting requirements for inside the unit.

14. **2023 Charter Amendment Discussion**

City Clerk Stacy Saltzburg, Purchasing Director Patrick Brown, Senior Assistant City Attorney Anja Wendel, Senior Deputy City Manager Shannon Anderson, Management Services Director Rick Tadder, Deputy City Clerk Stacy Fobar, City Attorney Sterling Solomon, Interim Deputy City Manager Heidi Hansen, and City Manager Greg Clifton provided a PowerPoint presentation that covered the following:

PROPOSED CHARTER AMENDMENTS
WHAT IS A CITY CHARTER?
FLAGSTAFF CITY CHARTER
INTERNAL CHARTER REVIEW COMMITTEE
NO. 1 – NOMINATION FOR PRIMARY ELECTION
NO. 1 – PROPOSED AMENDMENT
NO. 2 – PURCHASES AND CONTRACTS FOR CITY IMPROVEMENTS
NO. 2 – PROPOSED AMENDMENT
NO. 3 – ADMINISTRATIVE DEPARTMENTS AND OFFICES

NO. 3 – PROPOSED AMENDMENT
NO. 4 – BIDS
NO. 4 – PROPOSED AMENDMENT
NO. 5 – LEASES OF CITY PROPERTIES
NO. 5 – PROPOSED AMENDMENT
NO. 6 – CONTRACTS
NO. 6 – PROPOSED AMENDMENT
NO. 7. – PERSONNEL RULES AND REGULATIONS
NO. 7 – PROPOSED AMENDMENT
NO. 8 – WHEN ACTIONS ARE TO BE TAKEN BY ORDINANCE
NO. 8 – PROPOSED AMENDMENT
NO. 9 – APPOINTIVE BOARDS AND COMMISSIONS
NO. 9 – PROPOSED AMENDMENT
NO. 10 – AM. 2 – VOTE REQUIRED FOR CERTAIN TYPES OF FACILITIES COSTING IN EXCESS OF $1M
NO. 10 – PROPOSED AMENDMENT
NO. 11 – AM. 1 – VOTE REQUIRED FOR CERTAIN TYPES OF BOND ISSUES
NO. 11 – PROPOSED AMENDMENT
NO. 12 – ELECTIONS FOR APPROVAL OF FRANCHISES
NO. 12 – PROPOSED AMENDMENT
NO. 13 – READING AND PASSAGE OF ORDINANCES AND RESOLUTIONS
NO. 13 – PROPOSED AMENDMENT
NO. 14 – FISCAL
NO. 14 – PROPOSED AMENDMENT
NO. 15 – SALE OF CITY PROPERTY
NO. 15 – PROPOSED AMENDMENT
NO. 16 – ORDINANCES AND RESOLUTIONS
NO. 16 – PROPOSED AMENDMENT
NO. 17 – CASH FUND SET UP; TRANSFER OF SUMS FROM CASH BASIS FUND TO OTHER FUNDS
NO. 17 – PROPOSED AMENDMENT
NO. 18 – POLICE COURT
NO. 18 – PROPOSED AMENDMENTS
NO. 19 – FAILURE TO VOTE
NO. 19 – PROPOSED AMENDMENT
NO. 20 – QUALIFICATIONS OF ELECTORS; REGISTRATION
NO. 20 – PROPOSED AMENDMENT
NO. 21 – CITY TREASURER
NO. 21 – PROPOSED AMENDMENT
NEXT STEPS
DIRECTION REQUESTED

Following discussion, Council gave direction to move forward with advancing all questions with the exception of Question 21 to the voters in November.

Ms. Saltzburg explained that staff will refine the ballot language and will be back before Council for final approval and to call the election.

15. Public Participation

None

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

Councilmember Matthews reported that she toured the Wildcat Facility; it was very educational, a great biology lesson, and it was very helpful to understanding operations.

Councilmember Harris reported that she attended the Boys and Girls Club Kentucky Derby last Saturday. It was a great event and a lot of money was raised for kids for scholarships. She also reported that NAU is doing all their convocations on Thursday, May 11, 2023 and she encouraged Council to attend if possible. She also mentioned that it would be really helpful to do some training for boards and commissions; they need to better understand their roles, responsibilities, and duties.

Vice Mayor Aslan stated that he also attended the wastewater treatment plant tour; it was a great tour, and it was fascinating to see the equipment and all the infrastructure that goes into the wastewater treatment process. He also reported that he facilitated a meeting between NAH and Blocklite and is excited to hear more about that when things get firmed up. He requested the following two FAIR items:

A resolution to recognize the Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument.

A discussion about a pond next to Ponderosa Trails neighborhood between Pulliam and I-17.

Councilmember Sweet offered congratulations to all NAU graduates, and she recognized mothers in honor of Mother’s Day on Sunday. She also mentioned that Flagstaff’s Habitat for Humanity Starter Home Model was recently featured in a national magazine.

Councilmember House reported that she met with some history classes at NPA to discuss the history of housing in Flagstaff. She was impressed and amazed at how well-informed and how well-versed the students were on the future development of the community. She also attended the mobile Consulate event at Coconino Community College to represent the City Council and welcome community members. She also attended the Boys and Girls Club Kentucky Derby Event. Lastly, she called attention to Mental Health Awareness Week.

Mayor Daggett reported that there is an upcoming community meeting for the Museum and Schultz Fire flooding areas. She also reported that the Stream Stewards team will be doing their clean-up along the Rio de Flag on June 3, 2023.

17. Adjournment

The Work Session held May 9, 2023, adjourned at 8:45 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, MAY 30, 2023
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the meeting of the Flagstaff City Council held May 30, 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 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 (virtually)
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 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. 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.

Connie Folsom addressed Council with concerns about Pickleball at Bushmaster Park.

Jill Stephenson addressed Council in opposition to the NAH rezone stating that the project needs more evaluation.

Tom Pearson addressed Council about carbon neutrality.

Stefan Sommer addressed Council in opposition to the NAH rezone stating that the project is inadequate in terms of sustainability.

Kathy Flaccus addressed Council in opposition to the NAH rezone stating that the project will cost taxpayers too much.

Paul Haro submitted a written comment regarding police brutality.

5. Review of Draft Agenda for the June 6, 2023 City Council Meeting

None

6. Proclamation: Two Spirit Day

Mayor Daggett read and presented the proclamation. Katt Jim and Holly Figueroa made a few remarks in support of the proclamation.

7. Proclamation: Gun Violence Awareness Day

Mayor Daggett read and presented the proclamation. Mary Grove made a few remarks in support of the proclamation.

8. **Proclamation:** LGBTQIA2S+ Month

Councilmember House read and presented the proclamation and presented it to Jean Toner on behalf of the Commission on Diversity Awareness. Ms. Toner made a few remarks in support of the proclamation.

9. **May Work Anniversaries**

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

MAY EMPLOYEE WORK ANNIVERSARIES!
FIVE YEAR ANNIVERSARIES
ROBERT WALLACE, OPEN SPACE SUPERVISOR
KEITH CHAMBERLAIN, GRANTS AND CONTRACTS SPECIALIST
DANIEL LOGAN, PUBLIC WORKS MANAGER
TEN YEAR ANNIVERSARIES
KEVIN SAPP, POLICE SERGEANT
MARIANNE SULLIVAN, SENIOR ASSISTANT CITY ATTORNEY
TWENTY YEAR ANNIVERSARIES
RYAN CHURCH, FIRE ENGINEER
25 YEARS PLUS!!!
MARION LEE, WATER SERVICES ADMINISTRATIVE SPECIALIST
GRANT KELLY, POLICE SERGEANT

10. **Resource Planning for Electric Grid Reliability**

Climate Program Manager Jenny Niemann introduced APS Managers Mike Eugenis and Judson Tillinghast who provided a PowerPoint presentation that covered the following:

APS INTEGRATED RESOURCE PLAN
COMMITTED TO A CLEAN ENERGY FUTURE
2023 APS RESOURCE DIVERSITY
SALES FORECAST UPDATE
MAINTAINING A DIVERSE ENERGY MIX IS IMPORTANT
CUSTOMER TO GRID SOLUTION
OUR STRATEGY
ELECTRIC VEHICLES
COOL REWARDS PROGRAM
COMMUNITY PARTNERSHIPS
KEEPING IT RELIABLE

Councilmember Matthews asked how APS will handle the increased power demands if Flagstaff reaches its goal by 2030. She is concerned about power outages, particularly in the winter months when there may be no other heating source available to people. Mr. Tillinghast stated that there are different teams that focus on the reliability of the transmission system and distribution systems. There are plans from a resource planning perspective that determine what resources are needed to meet peak load and plans to ensure that the transmission system and distribution system is built out accordingly. APS Public Affairs Manager Janet Dean stated that outages happen on the system, and the goal is to be as reliable as possible to get customers restored as fast as possible. There are redundancies through loops so they are able to get many customers back online quickly.

Councilmember Matthews asked if there are fee increases during peak times to encourage reduced demand. Mr. Tillinghast stated that he is not aware of that. There are energy efficiency programs that seek to reduce energy consumption in general, the rate structures of time of use rates are developed to encourage people to use more energy outside of the demand hours to reduce cost.

Councilmember Matthews asked about diversity in the power system and what is being done to build the infrastructure for that diversity. Mr. Eugenis stated that there is an interconnected grid that has the ability to transport energy as needed. There are quite a few projects planned in this area over the next ten years.

Councilmember Matthews stated that clean energy comes with a hefty price tag. She noted that Tucson citizens recently turned down an energy conversion due to the cost. She asked if the commitment is to convert 65% to clean energy if that would mean an increase in rates. Mr. Eugenis stated that the bids that come in for renewable energy are the most economical and that is where they are investing. Ms. Dean added that there are a lot of rate plans available to customers that allow them to choose how and when they use their energy to fit their needs and budget.

Councilmember Harris asked what outreach is being done to help residents understand what they can do in case of an outage. Ms. Dean stated that it is a partnership with APS and emergency management to communicate with customers and establish warming centers when necessary. Ms. Niemann added that it would be much the same as it is today. Currently, heating and water heating is done through a dual fuel system where both gas and electricity are needed to run a furnace or water heater, so the preparedness components are the same. Electric homes can be more resilient because only one fuel source is needed.

Tom Pearson and Laura Kessler addressed Council regarding the presentation. The following comments were provided:

- The goal should not be to convert everything to electric.
- It is important to maintain energy diversity.
- The goal of 100% renewable energy is not viable for the safety of the community.
- An all-electric focus can leave the community vulnerable during times of outages.
- Things like large backup generators for homes and businesses will be needed and people are not thinking about those expenses when going to a fully electric environment.

Sustainability Director Nicole Antonopoulos stated that the focus is to obtain as much electricity as possible from renewable resources. The goal was for 100% of municipal energy to be from renewable energy by 2025 and that goal has already been met. Another goal was for 68% of the community electricity use would be from renewable energy, nowhere in the plan does it call for every resident to be net zero or carbon-free. To reach this goal, more aggressive building codes will increase renewable energy installation and usage in new buildings. The third goal is to support solar installation on existing residential buildings. The intent is to take advantage of the superior efficiency of electricity and support the reduction of natural gas usage by 62% in the residential sector. This does mean that everyone immediately goes to all electric but rather when appliances need replacing that they are replaced with electric appliances.

Vice Mayor Aslan asked for a history of how the effort came to be. Ms. Antonopoulos stated that the conversation to be 100% reliable on renewable energy started in 2016 with a former City Council. In 2017 Sustainability staff were directed to achieve 100% clean energy for the city organization and the Flagstaff community. This prompted the draft of the

community-wide Climate Action and Adaptation Plan. Following that, there was a call to action from the community to declare a climate emergency. This was followed by the development of the Carbon Neutrality Plan to get the city as an organization and the community at carbon neutrality by 2030.

Councilmember McCarthy noted that many people say that implementing the plan will cost a lot of money, while that is true, it will cost even more if nothing is done. He is very supportive of the work that is being done. He also mentioned that a majority of homes in Flagstaff with natural gas appliances do not have a system that will heat their home if the power goes out. The reliability on electricity is already standard practice.

Councilmember Harris stated that there needs to be more involvement in getting the information to the public. It is a disservice to assume that everyone is reading and educated about the Carbon Neutrality Plan. It is also important to be sensitive to the language being used when talking about limited resources.

Councilmember Matthews reiterated her concern about reliability and protecting the most vulnerable. Many of the plans have unforeseen consequences and after reading more about what Tucson went through, at some point, the matter should be put out to the citizens to see what they want. While this has gone through multiple years and multiple Councils, it may not be a true representation of the community as a whole.

Councilmember McCarthy stated that ultimately this is about grid reliability. The biggest takeaway is that it is very important that APS have their transmission lines set up for redundancy to lessen the number of people impacted by a power outage. There needs to be a bigger focus on redundancy.

11. Annual Report for MOONSHOT at the Northern Arizona Center for Entrepreneurship and Technology (NACET) - 2023

Community Investment Director David McIntire provided opening comments and introduced Executive Director Diana White who provided a PowerPoint presentation that covered the following:

MOONSHOT AT NACET
2021-2022 REVIEW
A LOOK AT THE NUMBERS
TOTAL INVESTMENT FUNDS
TOTAL REVENUE GENERATED
JOBS
2022 OCCUPANCY RATES AND NEW TENANTS
CURRENT OCCUPANCY RATE AT NACET
A LOOK AT A FEW MOONSHOT AT NACET EVENTS
4TH ANNUAL PIONEER PITCH STATE-WIDE TOUR
WINNERS TOOK HOME THEIR SHARE OF $30,000 IN CASH PRIZES!
THE 3RD ANNUAL SHOEMAKER AWARDS
WE MEAN BUSINESS

Vice Mayor Aslan asked if Ms. White could speak about the Shoemaker Awards. Ms. White stated that the Shoemaker Awards were something started three years ago as a celebration of the progress of the tenants but to also incorporate a Northern Arizona pitch event that provides an opportunity for entrepreneurs to compete for financial prizes.

A break was held from 5:09 p.m. through 5:23 p.m.

12. J.W. Powell Specific Plan Study Update

Senior Project Manager David Pedersen, Coconino County Public Works Director Christopher Tressler, and Planning Director Michelle McNulty provided a PowerPoint presentation that covered the following:

J.W. POWELL BLVD SPECIFIC PLAN STUDY
VICINITY MAP
KEY STAKEHOLDERS
JWP BLVD COUNCIL-APPROVED ALIGNMENT
JWP SPECIFIC PLAN STUDY PROJECT TEAM
UPDATE
FLOODING UPDATE – HEROLD RANCH ROAD
WHAT IS A SPECIFIC PLAN?
CHANGE ORDER 5

Jennifer Kotalik submitted a written comment urging the Council to revert back to the original alignment.

Mary Norton submitted a written comment asking for the Open Space Commission to be involved in the study.

Vice Mayor Aslan stated that there was a request from an Open Space commissioner to include open space and parks and recreation as the plan moves forward, specifically related to Hoffman Tank. Ms. McNulty stated that staff has already been meeting with Parks, Recreation, Open Space, and Events staff on acquisitions they are interested in that area. There is quite a bit of scope addressing the open space and trails in the area, and they can add a presentation to the Open Space Commission as part of the scope. Mr. Pedersen added that they have also been coordinating with Arizona Game and Fish about the area as it is a wildlife corridor.

Councilmember Matthews asked when construction is set to begin. Mr. Pedersen stated that now that the final route has been determined, they are looking at three to five years for construction to start. While there is not a definitive plan, they are excited to be closer to a buildable design.

13. Wildland Fire Preparedness Briefing

Wildland Fire Manager Paul Oltrogge introduced Fire Department Engineer/Paramedic and Southwest IMT Situation Unit Leader Katie Brown, USFS Flagstaff Ranger District Forest Fire Planner Jesse Causer, and APS Northeast Division Manager Joe Weathersby. The group provided a PowerPoint presentation that covered the following:

2023 WILDLAND FIRE PREPAREDNESS UPDATE
PARTNERS AND PRESENTERS
WFM WITHIN COMMUNITY RISK REDUCTION
FLAGSTAFF FIRE DEPARTMENT RESPONSE
FLAGSTAFF FIRE DEPARTMENT – SEVERITY STAFFING
AVIATION RESOURCES
PRECIPITATION
DROUGHT MONITORING

SEASONAL OUTLOOK
NATIONAL PREDICTIVE SERVICES
SIGNIFICANT WILDFIRE POTENTIAL OUTLOOK
APS WILDFIRE PREPAREDNESS AND RESPONSE
APS HAS A PLAN
APS WILDFIRE PREVENTION
APS MITIGATION PROTOCOLS
APS WILDFIRE RESPONSE
THE EVOLUTION OF THE EVACUATION MAP
EVACUATION MAP
BE SET – BE AWARE
EVACUATING FROM WILDFIRES
HIGHLIGHTS
FFD RISK MANAGEMENT ASSESSMENT

Councilmember Matthews thanked the presenters. She stated that the city is surrounded by forest, and this should be the number one focus. Flagstaff has been recognized nationally for its innovation and leadership in fire mitigation efforts.

14. Public Participation

None

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

Councilmember Sweet reminded everyone that Friday is First Friday Artwalk, Hullabaloo is happening at Wheeler Park on Saturday, and the Farmers Market is on Sunday.

Councilmember McCarthy reported that MetroPlan had an advance last week to discuss their work plan for the next year.

Vice Mayor Aslan reported that he was in San Antonio with Discover Flagstaff for a convention where they highlighted how Flagstaff is packaged and presented to international tourist groups. He attended the Tourism Commission meeting and Sustainability Commission meeting and was invited to a meeting at Grand Canyon to discuss a protected area that is being proposed for national monument status. Lastly, he reported that he chaired the Colorado Plateau Water Advisory Committee meeting where City Manager Clifton provided an update on the Rio de Flag project.

Councilmember Harris reported that she participated in a session with NALA at the Museum of Norther Arizona. It was an opportunity to talk to Flagstaff Leaders about city issues. She reported that Juneteenth events are coming up on June 17, 2023 at South Beaver School.

Councilmember Matthews reported that she was also a speaker at the NALA event. It was a great event that was well attended; it was great to hear from the community and share thoughts and ideas.

Mayor Daggett reported that she gave opening remarks at the Water Utility Leadership forum, she was impressed with the event and applauded the efforts of Water Services Manager Erin Young who oversaw half of the day. She also reported that she was on Radio Sunnyside to talk about water. Last week she attended the Helios Education Foundation in Phoenix for the Arizona Mayor’s Education Roundtable where they discussed a variety of

data related to all aspects of education in Arizona.

16. Adjournment

The Special Meeting of the Flagstaff City Council held May 30, 2023, adjourned at 6:45 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JUNE 13, 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 1:01 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	
COUNCILMEMBER HARRIS	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SWEET	

Others present: Court Administrator Jessica Cortes.

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. Presiding Magistrate and On-Call Magistrate Reappointments

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held June 13, 2023, reconvened into Open Session at 1:27 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JUNE 20, 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	
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 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 discussion/update on water litigation and award of attorney's fee in Hopi litigation involving Snowbowl

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held June 20, 2023, reconvened into Open Session at 2:17 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JUNE 27, 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 1:09 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	
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. City Manager Annual Evaluation

ii. City Attorney Annual Evaluation

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held June 27, 2023, reconvened into Open Session at 2:30 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
MONDAY, JULY 3, 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 1:03 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
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY (arrived at 1:09 p.m.)
COUNCILMEMBER SWEET

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

3. Recess into Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to recess into Executive Session.

Vote: 6 - 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. Legal advice, purchase of real property, and contract negotiations related to property acquisitions for the Rio de Flag Flood Control Project and Lone Tree Overpass Project

B. 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).

ii. Legal Advice Regarding the Flagstaff Tobacco 21 Ordinance

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held July 3, 2023, reconvened into Open Session at 2:47 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:	Stacy Saltzburg, City Clerk
Date:	08/23/2023
Meeting Date:	08/28/2023

TITLE:

August Work Anniversaries

DESIRED OUTCOME:

Recognition of employees celebrating work anniversaries in the month of August

EXECUTIVE SUMMARY:

INFORMATION:

Attachments: Presentation

August Employee Work Anniversaries!

First Year Anniversaries

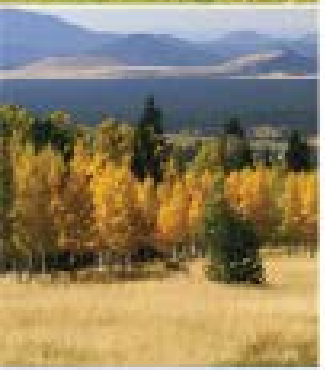
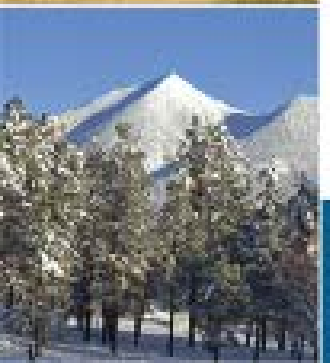
- Adam Slaughter, Rink Guard
- Miranda Mann, Library Specialist
- Travis La Macchia, Rink Guard
- Deeda Williams, Engineering Administrative Specialist
- Savannah Rucker, Rink Guard
- Elena Ausloos, Rink Guard
- John Bliss, Facilities Maintenance Technician III
- Waylen Lancaster, Recreation Maintenance Worker Temp
- Jessica Sealana, Police Records Technician



First Year Anniversaries

- Kelsey Fortnam, Firefighter
- Christopher Fennell, Deputy Fire Chief
- Breanna Dudzinski, Firefighter
- Jacob McQuaid, Firefighter Paramedic
- Blake Armstrong, Firefighter
- Justin Peris, Firefighter
- Riley Millar, Firefighter
- Alex Taylor II, Firefighter
- Cory Fischer, Firefighter
- Heather Frantz, Lead Parking Aide



Five Year Anniversaries

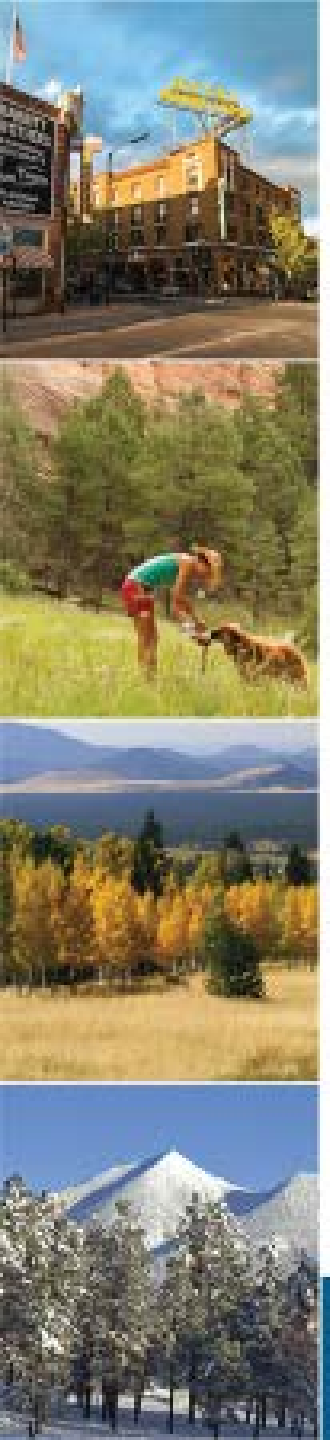
Nadine Hart
Recreation Instructor II



Ten Year Anniversaries



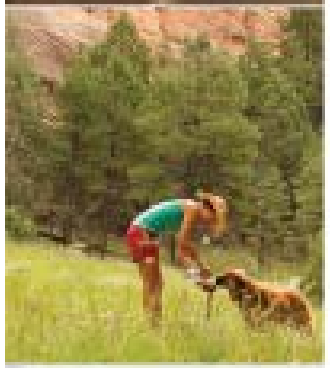
Mark Gaillard
Fire Chief

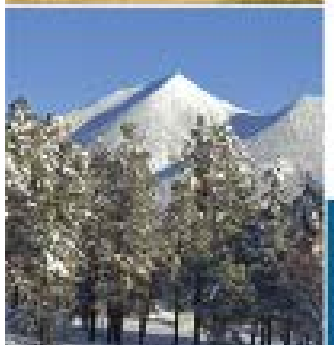


Ten Year Anniversaries

Sterling Solomon
City Attorney



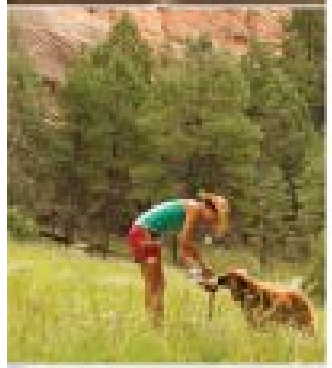
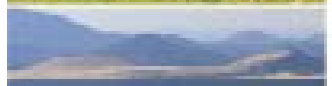



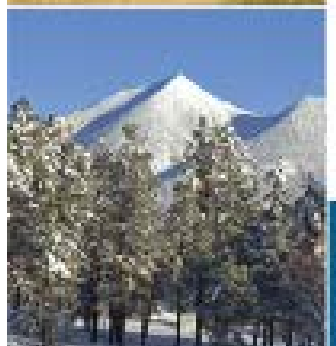



Twenty Year Anniversaries



Julian Milligan
Public Works Supervisor

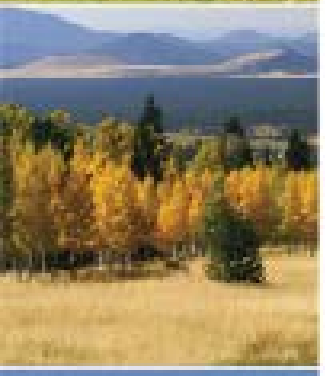


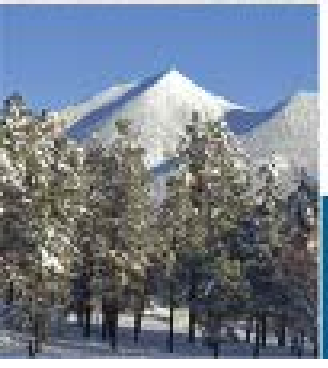
Twenty Year Anniversaries

Jeff Ely
Public Works Manager





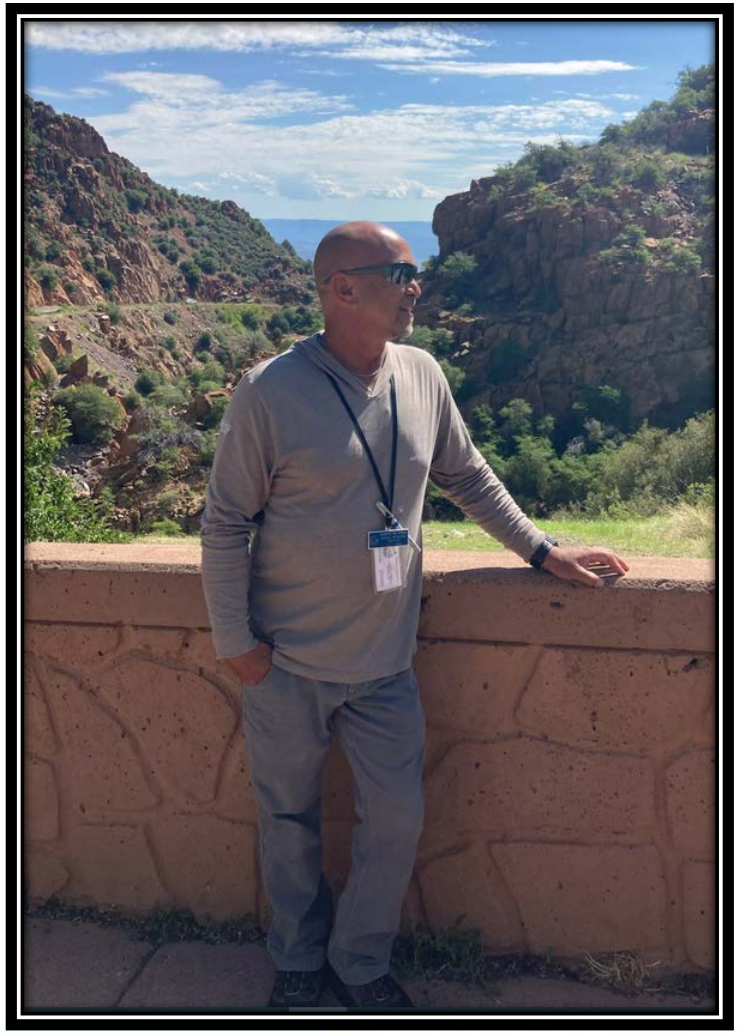




Twenty-Five Year Anniversaries

Glenn Kuyper is an Industrial Pre-Treatment Inspector in Water Services. Glenn has contributed a high level of service to the City and our community in 25 years. His time started in Parks and Recreation but ultimately found a home in Water Services working in water distribution and industrial pretreatment.

Glenn shared, “In my twenty-five years here with the city of Flagstaff, I have always had a job that dealt with something different each day. At the end of each day, I have been proud of the changes we as a team had made for the betterment of the city as well as for myself and family. My interest are boating, camping and cruising my jeep on an off-road trail and getting lost in the woods among the wildlife.”



8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	08/24/2023
Meeting Date:	08/28/2023

TITLE:

Consideration of Appointments: Housing Commission

STAFF RECOMMENDED ACTION:

Make one appointment to a Building & Real Estate Professional - Any seat expiring in September 2025.
Make one appointment to a Building & Real Estate Professional - Any seat expiring in September 2026.
Make one appointment to a Building & Real Estate Professional - Developer seat expiring in September 2026.
Make three appointments to Community Representative seats to terms expiring in September 2026.

Executive Summary:

The Housing Commission consists of thirteen (13) voting members; twelve (12) members appointed by the City Council and one (1) representative from the Flagstaff Housing Authority Board of Commissioners. The Commission serves as an advisory board to City Council regarding housing policies, needs, and programs in Flagstaff. There are currently ~~five~~ **six** seats available: ~~two~~ **three** seats for Building and Real Estate Professionals with the requirement to have at least one Developer and three seats for Community Representatives.

The authority for the commission requires that the members shall be appointed into one of three professional categories: Building and Real Estate Professionals (6 members requiring at least one builder, one developer, one realtor, one lender, and one residential multi-family/property management representative); Low Income Housing Experts (3 members); and Community Representatives (3 members).

There are seven (7) Community Representative applications, one (1) Building and Real Estate Professional - Developer application, and ~~one (1)~~ **two (2)** Building and Real Estate Professional - Other applications on file for consideration by the Council. Please note that staff received a resignation from a member on August 25, 2023 and an application that would suffice for the seat on August 25, 2023. The applications are as follows:

- Caitlin Andrews - Community Representative (new applicant)
- **Eric Brownfield - Building and Real Estate Professional - Realtor (new applicant)**
- Tyler Denham - Community Representative (current commissioner)
- Sandi Flores - Community Representative (current commissioner)
- Cory Runge - Building and Real Estate Professional - Other (new applicant)
- Nikki Sharp - Community Representative (new applicant)

- Charlie Silver - Community Representative (new applicant)
- Rashida Sumionski - Community Representative (new applicant)
- Kolby White - Community Representative (new applicant)
- Hayley Zoroya- Building and Real Estate Professional - Developer (current commissioner)

In an effort to reduce exposure to personal information, the applicant roster and applications will be submitted to the City Council separately.

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Sweet, Councilmember Matthews, Mayor Daggett, Councilmember House, Councilmember Harris, and Vice Mayor Aslan

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Policy Impact:

None.

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

Inclusive and Engaged Community - Foster community pride and civic engagement; advance social equity and social justice in Flagstaff; facilitate and foster diversity and inclusivity; and enhance community outreach and engagement opportunities.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1. Appoint ~~five~~ **six** Commissioners: By appointing members at this time, the Housing Commission will be at full capacity, allowing the group to meet and provide recommendations to the City Council.
2. Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the openings by Board members and City staff has occurred, informing others of these vacancies through word of mouth.

Attachments: Housing Commission Authority

ORDINANCE NO. 2019-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 2, *BOARDS AND COMMISSIONS*, BY ADDING A NEW CHAPTER 2-25, CREATING A HOUSING COMMISSION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Council has an Affordable Housing goal to "Support development and increase the inventory of public and private affordable housing for renters and home-owners"; and

WHEREAS, the Regional Plan includes goal NH.3. "Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors"; and

WHEREAS, affordable/workforce housing is integral to the community regional quality of life and sustainability; and

WHEREAS, the creation of the Housing Commission will assure that an open, inclusive, and transparent process is utilized in the discussion, prioritization, and presentation of recommendations that address the community's housing needs.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

Flagstaff City Code, Title 2, *Boards and Commissions*, is hereby amended by adding a new chapter to read as follows:

CHAPTER 2-25
FLAGSTAFF HOUSING COMMISSION

2-25-001-0001 CREATION OF COMMITTEE

A Housing Commission is hereby created.

2-25-001-0002 MEMBERS AND OFFICERS

The Housing Commission shall have thirteen (13) voting members; twelve (12) members appointed by the City Council and one (1) representative from the Flagstaff Housing Authority Board of Commissioners. All members shall reside within the Flagstaff City limits.

A. Members shall be appointed to fit into one of the professional categories listed below, however, the members identified as required must be appointed. Any member may satisfy

more than one (1) of the below qualifications and any "professional" category may be filled by a person who is retired from that profession.

1. Building and Real Estate Professionals (6 members)
    a. Builders (required)
    b. Developers (required)
    c. Architects
    d. Land Use Experts
    e. Realtors (required)
    f. Lenders (required)
    g. Residential Multi-Family/Property Management Representative (required)
    h. Other Building or Real Estate Professional

2. Low Income Housing Experts (4 members)
    a. Housing Nonprofits
    b. Low Income Representatives
    c. Flagstaff Housing Authority Board of Commissioners member (required)
    d. Other Low Income Housing Expert

3. Community Representatives (3 members)
    a. General Public
    b. Private Business Representatives
    c. Workforce Representatives
    d. Neighborhood Associations
    e. HOA Representatives

B. Appointed members shall have an interest in housing and be committed to represent not only their specific areas of expertise, but also the community at large.

2-25-001-0003 TERMS AND OFFICERS

A. Appointments to the Housing Commission from the Housing Authority Board of Commissioners shall be for no longer than the remaining term of the appointing Commission's designee. Terms of all other appointees shall be for three years except for the first appointments creating staggered terms as follows: The City Council shall appoint four members for three year (3) terms, four members for two (2) year terms, and four members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.

B. The Commission shall, during its first meeting, elect a chairperson and a vice-chairperson from and by the voting membership of the Commission to serve one-year terms. A chairperson may serve no more than two consecutive terms as chairperson (exclusive of a term as vice-chairperson). Upon the conclusion of a second consecutive term as chairperson, such commission member shall be ineligible to serve as either chairperson or vice-chairperson until a calendar year has expired.

2-25-001-0004 ELIGIBILITY

Any resident of the City of Flagstaff shall be eligible for appointment by the City Council to the

Committee, in accordance with the membership requirements outlined above, and shall serve at the pleasure of the City Council and without compensation.

2-25-001-0005 PURPOSE AND DUTIES

A. The Housing Commission serves as an advisory board to City Council, makes recommendations with respect to housing policies, needs, and programs in Flagstaff, and furnishes the Council with information through the Housing Director.

B. The Housing Commission shall:

1. Examine funding sources available for housing in Flagstaff, make recommendations to City Council on potential funding sources, including bond measures, and provide oversight of any funds approved by the electorate for housing purposes.
2. Make recommendations on the creation and implementation of housing and housing policies and programs for the benefit of Flagstaff and its citizens.
3. Make recommendations regarding the prioritization of the community's housing needs.
4. Make recommendations regarding how affordable market rate housing can be responsibly stimulated through changes in the City Code as well as other potential solutions.
5. Examine and make recommendations regarding increasing the affordability of housing in Flagstaff.
6. Explore alternative models of housing and make recommendations to Council.
7. Advise and assist the City Council on ways to educate the community on housing, including the role housing plays as infrastructure in Flagstaff.
8. Upon request, serve as a resource on implementation of housing policy and programs.

C. To further assist the Commission in carrying out its duties, the Commission may request the assistance of technical experts and/or employees and agents of the City and other entities.

2-25-001-0006 MEETINGS; ATTENDANCE

A. The Commission shall meet no less than quarterly from the first month following the initial appointment of Commission members.

B. The Housing Commission shall not conduct any business at a meeting unless a quorum is present. A quorum shall consist of a simple majority of the voting membership of the Commission, excluding current vacancies.

C. Official business shall be conducted pursuant to the Board and Commission Members' Rules and Operations Manual adopted by Resolution No. 2016-33 of the City Council, as may be amended from time to time, and in accordance with meeting procedures, if any, adopted by the Commission insofar as they are not in conflict with the Board and Commission Members' Rules and Operations Manual. In the event of any such conflict, the provisions of the Board and Commission Members' Rules and Operations Manual shall prevail.

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of July, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	08/24/2023
Meeting Date:	08/28/2023

TITLE:

Consideration of Appointments: Commission on Diversity Awareness.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring September 2026.

Executive Summary:

The Commission on Diversity Awareness consists of seven residents who represent the diverse population of Flagstaff. The mission of the commission includes, but is not limited to, fostering mutual understanding, tolerance, respect, and awareness among all residents; recognizing the different economic, cultural, social, religious, and ethnic groups within the City; cooperating in the development of educational programs dedicated to improving community relations; and enlisting support of various groups to foster diversity awareness.

There are two appointments to be made.

There are five (5) applications on file for consideration by the Council as follows:

- Sandra Darling-Roberts (new applicant)
- Tarang Jain (new applicant)
- Stephanne L'Hommedieu (new applicant)
- Mindy Riesenberg (new applicant)
- Angelica Maria Sanchez (current commissioner)

In an effort to reduce exposure to personal information the applicant roster and application will be submitted to the City Council separately.

COUNCIL APPOINTMENT ASSIGNMENT: Mayor Daggett and Councilmember House

Financial Impact:

These are voluntary positions and there is no budgetary impact on the City of Flagstaff.

Policy Impact:

Not applicable.

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

Inclusive and Engaged Community - Foster community pride and civic engagement; advance social equity and social justice in Flagstaff; facilitate and foster diversity and inclusivity; and enhance community outreach and engagement opportunities.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1. Appoint two Commissioners: By appointing two members at this time, the Commission on Diversity Awareness will be at full membership, allowing the group to meet and provide recommendations to the City Council.
2. Postpone the action to allow for further discussion or expand the list of candidates.

Background/History:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the opening by Commission members and City staff has occurred, informing others of this vacancy through word of mouth.

Attachments: CODA - Authority

CHAPTER 2-08
COMMISSION ON DIVERSITY AWARENESS

SECTIONS:

2-08-001-0001 DECLARATION OF POLICY:
2-08-001-0002 CREATION OF COMMISSION:
2-08-001-0003 TERMS OF OFFICE:
2-08-001-0004 FUNCTIONS:
2-08-001-0005 MEETINGS; ATTENDANCE:

2-08-001-0001 DECLARATION OF POLICY:

There is hereby established the Commission on Diversity Awareness. It shall be the Commission's duty to advise the City Council on issues and methods in promoting diversity awareness within the City of Flagstaff. (Ord. 2000-26, Amended, 11/17/2000)

2-08-001-0002 CREATION OF COMMISSION:

There is hereby created the Commission on Diversity Awareness which shall consist of seven (7) regular members who shall be appointed by the City Council. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose. (Ord. 2001-07, Amended, 03/06/2001; Ord. 2000-26, Amended, 11/17/2000; Ord. No. 2007-06, Amended 02/05/2007; Ord. No. 2011-06, Amended 05/17/2011; Ord. 2014-28, Amended, 11/18/2014)

2-08-001-0003 TERMS OF OFFICE:

Terms shall be for three years except for the first appointments to create staggered terms. The City Council shall appoint three members for three (3) year terms, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms, including alternates, thereafter will be three (3) year terms. The City Council will make every effort to recruit and appoint those individuals that represent the diverse population of Flagstaff and who have demonstrated an interest in minority issues, or promoting those issues of cultural diversity. (Ord. 2000-26, Amended, 11/17/2000; Ord. 2011-06, Amended 05/17/2011)

2-08-001-0004 FUNCTIONS:

The duties of the Commission shall include, but not be limited to:

A. Fostering mutual understanding, tolerance, respect and awareness among all citizens within the City of Flagstaff; recognizing the different economic, cultural, social, racial, religious and ethnic groups within the City; cooperating in the development of

educational programs dedicated to improvement of community relations with and to enlist the support of various groups to foster diversity awareness.

B. Developing recommendations for the Mayor and City Council to assist in developing any policies required to respond to the concerns and needs of those in the community and on the Commission in the promotion of diversity awareness.

C. Advising and assisting the City Council on ways to educate the community on diversity awareness and developing ways to disseminate such information through surveys, studies, forums, workshops, brochures or other events.

D. Developing and providing public forums for identifying and discussing issues of interest relating to the area of diversity awareness.

E. Acting as an information or referral group to assist individuals, organizations and employers in an effort to aid the community towards greater understanding and respect for diversity awareness among all individuals. (Ord. 2000-26, Amended, 11/17/2000)

2-08-001-0005 MEETINGS; ATTENDANCE:

A quorum shall consist of four (4) voting members of the Commission.

The Commission shall meet at such times, dates and locations as determined by the members except that the Chairperson may call a special meeting with not less than twenty-four (24) hours' notice.

A regular member who is absent for two (2) consecutive unexcused regular meetings may be removed from the Commission by a vote of the City Council upon recommendation of the Commission. (Ord. 2000-26, Added, 11/17/2000; Ord. 2007-06, Amended 02/06/2007; Ord. 2011-06, Amended, 05/17/2011; Ord. 2014-28, Amended, 11/18/2014; Ord. 2016-30, Amended, 07/05/2016)

8. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	08/24/2023
Meeting Date:	08/28/2023

TITLE:

Consideration of Appointments: Parks and Recreation Commission.

STAFF RECOMMENDED ACTION:

Make three appointments to terms expiring August 2026.

Executive Summary:

The Parks and Recreation Commission consists of seven (7) resident members. The Parks and Recreation Commission makes recommendations to the Council regarding City parks and recreational programs, the annual budget, and capital improvements for the Parks and Recreation Divisions. There are currently two available seats due to term expirations. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are five (5) applications on file for consideration by the Council, they are as follows:

- Ivey Rose Coss (new applicant)
- Sandy Heath (new applicant)
- Austin Kerr (current commissioner)
- Ryan Martin (current commissioner)
- Micah Smith (new applicant)

COUNCIL APPOINTMENT ASSIGNMENT: Vice Mayor Aslan, Councilmember Sweet, and Councilmember Matthews

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Policy Impact:

None

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

Inclusive and Engaged Community - Foster community pride and civic engagement; advance social equity and social justice in Flagstaff; facilitate and foster diversity and inclusivity; and enhance community outreach and engagement opportunities.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1. Appoint three Commissioners: By appointing two members at this time, the commission will be at full membership and able to continue to meet and provide recommendations to the City Council.
2. Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the openings by Board members and by City staff have occurred, informing others of these vacancies through word of mouth.

Attachments: Parks and Recreation Commission Authority

CHAPTER 2-03
PARKS AND RECREATION COMMISSION

SECTIONS:

2-03-001-0001 COMMISSION CREATED; MEMBERS:
2-03-001-0002 TERMS; VACANCIES; COMPENSATION:
2-03-001-0003 ORGANIZATION AND RULES:
2-03-001-0004 POWERS AND DUTIES:

2-03-001-0001 COMMISSION CREATED; MEMBERS:

There is hereby created a Parks and Recreation Commission for the City, consisting of seven (7) members appointed by the City Council. (Ord. No. 2007-11, Amended 02/06/2007; Ord. 2014-28, Amended, 11/18/2014)

2-03-001-0002 TERMS; VACANCIES; COMPENSATION:

Terms of the appointed members shall be for three (3) years.

The Council shall fill vacancies for the unexpired term of any of the members of the Commission and no member of the Commission shall receive compensation for services thereon. (Ord. 1475, 2-3-87)

2-03-001-0003 ORGANIZATION AND RULES:

Upon the taking effect of this Chapter, and when appointed, the members shall meet and organize and elect a Chairman to serve for one year with a new Chairman being elected each succeeding year. The Commission may adopt by-laws, procedures and standards for the operation of the Commission not inconsistent with the provisions of this Chapter. A quorum shall consist of four (4) voting members. The Commission shall meet not less than four (4) times each year.

(Ord. No. 2007-11, Amended 02/06/2007)

2-03-001-0004 POWERS AND DUTIES:

A. The duties of the Commission shall be to advise the Council, through periodic written reports to the Council, recommending policy direction on City lands, structures and facilities that are set aside or should be set aside or dedicated to recreational purposes, including but not limited to parks, swimming pools, playgrounds, playing and sports fields and golf courses. The scope of the activities of the Commission shall also include but not be limited to advising and recommending policy direction in activities involving recreational and cultural pursuits of the elderly and the young and to otherwise employ in constructive and wholesome manner leisure time of the citizens.

B. The City Council may consider the advice and recommendation of the Commission and thereafter give direction through the City Manager to implement the recreational program as they see fit.

C. The Commission shall review and make recommendation on the annual budget of the Parks Section and Recreation Section prior to the submittal thereof to the City Manager.

D. With respect to the parks and recreation portion of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues, the Commission shall make recommendations to the Council concerning the annual budgetary allocation of the parks and recreation portion of this tax, to include but not be limited to:

1. Developing parks and recreation facilities, and programs as needed to benefit the community and its visitors.

2. Funding for the Flagstaff urban trails system development and maintenance.

3. Developing, acquiring and distributing material to promote parks and recreation.

4. Retaining of appropriate staff to implement approved programs.

E. For purposes of subsection (D) of this section, "parks and recreation" means the development and management of public parks, recreational facilities, and programs which are available to the residents and visitors including funding the Flagstaff urban trail system. (Same meaning as set forth in Section 3-06-001-0001.) (Ord. 865, 12-12-72; Ord. 1335, 10-16-84; Ord. 2015-22, Amended, 01/05/2016)

8. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	08/24/2023
Meeting Date:	08/28/2023

TITLE:

Consideration of Appointment: Sustainability Commission.

STAFF RECOMMENDED ACTION:

Consideration of extension of two terms to October 2026.

Executive Summary:

The Sustainability Commission consists of seven residents and is responsible for recommending and coordinating activities in concert with the City of Flagstaff Sustainability Program. To accomplish this objective, the Commission will address the social, economic, and environmental considerations of meeting the needs of current and future residents. Among the Commission's directives are the promotion of sustainable practices in all spheres of life and educating Flagstaff residents.

Previously staff asked for Council to appoint two members to the Sustainability Commission for a period of three-months rather than including those three months in the next full term. Staff would like to request that **Councilmember Harris** and **Councilmember Sweet** consider extending the terms of Priscilla Boateng and Mary Ellen Metzger to October 2026 so that these members can serve more than a three-month term.

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Policy Impact:

Not applicable.

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

Inclusive and Engaged Community - Foster community pride and civic engagement; advance social equity and social justice in Flagstaff; facilitate and foster diversity and inclusivity; and enhance community outreach and engagement opportunities.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1. Extend two terms on the Commission: By extending the two terms of the members at this time, Council can ensure continuity on the Sustainability Commission and ensure that it will stay at full membership, allowing the group to meet and provide recommendations to the City Council.
2. Postpone the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the openings by Board members and City staff has occurred, informing others of these vacancies through word of mouth.

Attachments: Sustainability Commission Authority

CHAPTER 2-17
SUSTAINABILITY COMMISSION

SECTIONS:

2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE
2-17-001-0002 PURPOSE; POWERS AND DUTIES

2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE

A. Establishment of the Commission.

1. There is hereby created the Sustainability Commission (the "Commission"), which shall replace the Clean and Green Committee.

2. The membership of the Commission shall consist of seven (7) members. Members of the Commission shall be appointed by the City Council and shall represent the diverse interests and views of the community. The Commission shall be a working Commission, in which each member takes an active role in accomplishing the goals and objectives of the Commission. Members shall serve a term of three (3) years with no member appointed for more than two (2) full consecutive terms.

3. The Commission shall be responsible for electing a Chair and a Vice-Chair. The Chair shall act as public spokesperson for the Commission at public functions, shall serve as an ex officio member of all standing committees, shall appoint the Chair of all standing committees upon the advice and consent of the Commission, and shall perform other duties as required. The Vice-Chair shall act in the absence of the Chair. (Ord. 2014-28, Amended, 11/18/2014)

2-17-001-0002 PURPOSE; POWERS AND DUTIES

The purpose of this Commission shall be to continue the work initiated by the Clean and Green Committee and to further work with the City Council and the City Staff by recommending and coordinating activities as part of the Flagstaff Sustainability Program, the U.S. Mayors Climate Protection Agreement, and any future sustainability initiatives pursued by the City.

Subject to state law and the procedures prescribed herein, the Sustainability Commission shall have and may exercise the following powers, duties, and responsibilities:

A. The Commission shall work with City staff toward the development and implementation of the Flagstaff Sustainability Program. The issues addressed by this program may include, but not be limited to, the following:

1. Climate and air quality
2. Transportation
3. Energy
4. Solid waste and toxic substances
5. Water, wastewater, and stormwater
6. Sustainable building and purchasing practices
7. Sustainable economic development

B. The Commission shall work with the City staff toward the development and implementation of the U.S. Mayors Climate Protection Agreement and any future sustainability initiatives passed by the City Council.

C. The Commission shall work with the City Council in the development of initiatives linking the concepts of sustainability with economic development and affordability for the benefit of all community members.

D. The Commission shall promote the benefits of sustainable practices in all spheres of life and shall educate the public concerning such practices.

E. The Commission shall promote compliance with City ordinances concerning sustainability and environmental management.

F. The Commission shall encourage sustainable practices by individuals, groups, organizations, industrial and commercial enterprises, educational institutions, and government agencies.

(Ord. 2007-27, Amended 04/17/2007)

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sarah Langley, Public Affairs Director
Date:	08/24/2023
Meeting Date:	08/28/2023

TITLE:

Consideration and Approval of Letter of Support: Ratification of Letter of Support for ADOT Wildlife Crossing Overpass Grant Application

STAFF RECOMMENDED ACTION:

Ratify the letter of support.

Executive Summary:

In July of 2023, City staff received a request from the Arizona Department of Transportation (ADOT) for a letter of support for a grant application for funding for a wildlife crossing overpass across I-17.

As wildlife corridors are featured in the City's state legislative priorities, staff submitted the letter to ADOT on July 24, 2023 and placed the item on the consent agenda for the August 28 Council Meeting for retroactive approval.

Financial Impact:

None.

Policy Impact:

None.

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

- Environmental Stewardship
- Sustainable, Innovative, Infrastructure

Previous Council Decision on This:

None.

Attachments: Letter of Support

CITY OF
FLAGSTAFF

OFFICE OF THE MAYOR
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main Line: 928-213-2000
Website: https://www.flagstaff.az.gov

July 21, 2023

Mr. Shailen Bhatt
Administrator
Federal Highway Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Administrator Bhatt:

The Flagstaff City Council supports the application of the Arizona Department of Transportation (ADOT) and the Arizona Game and Fish Department (AZGFD) to the Federal Highway Administration's (FHWA) Fiscal Year 2023 Wildlife Crossings Pilot Program (WCPP) project. ADOT is requesting approximately $22 million in WCPP funding to complete final design and construction of the proposed Wildlife Crossing overpass along Interstate-17 (I-17) south of the City of Flagstaff. The wildlife crossing will be used by elk and other species that cross the highway, as well as nearly 17 miles of fencing, cattle guards, and concrete escape ramps that act as a barrier between wildlife and automobiles traveling on the interstate.

Studies along the Project section found that wildlife-vehicle collisions (WVC) accounted for the highest percentage of all crash causes (29%), with some one-mile segments exceeding 40% which surpasses the 4.6% national average for WVC on rural highways. The construction of a wildlife crossing along the corridor will reduce the number of WVC while enhancing habitat connectivity that is currently limited by the highway's barrier effect on wildlife movement. ADOT's previous experience with grade-separated wildlife crossings has demonstrated that these projects are effective in reducing WVC as well as promoting permeability across the highway. The 2011 Munds Canyon Retrofit Fencing Project, which installed fencing and funneled elk toward bridges under the same highway, resulted in a 98% reduction in elk-vehicle collisions and dramatically increased the use of the bridges by elk and mule deer, demonstrating the potential to reduce both WVC and the highway barrier effect.

ADOT will use the requested funds, if awarded, to construct a wildlife crossing overpass that is expected to reduce collisions between wildlife and vehicles and reduce the highway barrier effect, in an area of critical need along I-17, one of Arizona's major connecting corridors. The goal of the WCPP Project is to promote motorist safety from reduced wildlife-vehicle collisions and increased habitat connectivity along the I-17.

CITY OF
FLAGSTAFF

OFFICE OF THE MAYOR
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main Line: 928-213-2000
Website: https://www.flagstaff.az.gov

The Flagstaff City Council supports this project and believes it will help protect and keep both travelers and wildlife safe. We would like to thank FHWA for its consideration of this Project.

Sincerely,

Becky Daggett,
Mayor of Flagstaff, on behalf of the Flagstaff City Council

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Patrick O'Connor, Water Services Specialist

Co-Submitter: Sam Beckett

Co-Submitter: Sam Beckett

Date: 08/24/2023

Meeting Date: 08/28/2023

TITLE:

Consideration and Ratification of Contract: Ratify the Cooperative Purchase Contract with Empire Southwest for four pieces of Caterpillar heavy equipment for emergency response in the amount of $743,938.43, plus applicable fees and taxes, utilizing Department of Forestry and Fire Management funding.

STAFF RECOMMENDED ACTION:

1. Ratify the Cooperative Purchase Contract with Empire Southwest for the purchase of one Backhoe, one Skid Steer with attachments, one Front-End Loader, and one Skid Steer in the amount of $743,938.43, plus applicable fees and taxes; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

At the direction of House Bill 2001, Arizona Governor has allocated $25 million to Arizona for post wildfire mitigation support. The City has successfully requested funding and reimbursement utilizing the Governors's funding directive for several items related to the Museum and Pipeline Fire post wildfire flooding response.

As emergency flood mitigation response efforts increase, the City has identified significant needs in response equipment. In partnership with the Department of Forestry and Fire Management (DFFM), the City has identified four critical pieces of emergency equipment that DFFM authorized the City to purchase. Due to potential pricing increases in heavy equipment, staff consulted the City Manager to request authority to place an order for these items before appearing before Council. The purchase of this equipment will be fully reimbursed by DFFM, helping to reduce financial impacts on the City of Flagstaff.

Water Services has expanded their field operations to meet the new need for post-wildfire impacts, new operations of detention basin maintenance, mass increase in stormwater infrastructure maintenance. In addition to the overwhelming response efforts during monsoon seasons.

These two skid steers, one backhoe and one front-end loader will support the new response demands of post-wildfire impacts on the community. By purchasing there will be a more efficient response effort after post-wildfire flood events throughout the communities. It is anticipated that the equipment will be delivered within the next three to four weeks, adding immediate response capacity for Water Services and Public Works. The partnership between Water Services and Public Works Streets division has been

and continues to be crucial in the successful response of these events, which is why one of the requested skid steers will be housed within Public Works and the remaining equipment will be housed within Water Services.

Financial Impact:

This equipment will be 100% reimbursed through Department of Forestry and Fire Management (DFFM) post-wildfire mitigation funds in the amount of $743,938.43 utilizing Water Services Stormwater Program budget in account 206-08-331-1257-0-4237 in the amount of $618,020.43 and Public Works Streets Section budget in account 040-06-161-0614-6-4401 in the amount of $125,918.00.

Policy Impact:

The ratification of the Cooperative Purchase Contract for this equipment supports mitigation efforts from post wildfire debris flows off of the Museum and Pipeline Fire burn scars. The City has committed to the long-term flood related mitigations, maintenance and response. The purpose of this equipment is to help reduce impacts to our community members and City infrastructure.

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

Priority Based Budget Key Community Priorities and Objectives

These purchases directly align with the PBB high performing governance priority by successfully expanding the City of Flagstaff's emergency mitigation response efforts while significantly reducing financial impacts to the City of Flagstaff.

Carbon Neutrality Plan

At this time, the industry does not support this type of equipment in an electric option, however all equipment purchased will run on the new Tier 4 carbon emission systems which include a diesel particulate filter. These systems greatly reduce carbon emissions while increasing fuel efficiencies. Water Services and Public Works are consistently looking for ways to reduce our carbon emission footprint, in effort to meet our 2030 carbon neutrality goal.

Has There Been Previous Council Decision on This:

N/A

Background/History:

The City has utilized a Cooperative Purchase Contract through Contract #212816-01 with the City of Tucson Procurement Department to insure the best pricing for this product. Purchasing staff reviewed the agency contract to confirm it is relevant to the procurement and is currently active.

Attachments:

CAT 299D3 Xps Skid Steer picture
CAT 259D3 Skid Steer picture
CAT 420 Backhoe picture
CAT 930M Front-End Loader picture
Contract and Exhibit A
Exhibit B.1
Exhibit B.2


299D3
CAT
CAT


259D3
CAT




CAT

COOPERATIVE PURCHASE CONTRACT
Contract No. 2023-147

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 Empire Southwest, a California Limited Liability Company ("Contractor").

RECITALS:

A. The City of Tucson procurement department conducted a competitive and open procurement process through Request for Proposal Solicitation No. 212816 that resulted in Contract No. 212816-01 with Contractor ("Agency Contract"); and

B. Contractor is a 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 Scope of Work attached as ***Exhibit A,*** and in accordance with the Agency Contract. General description of materials and or services being purchased:

CATERPILLAR EMERGENCY RESPONSE EQUIPMENT

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as ***Exhibit A*** and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and/or services provided is **seven hundred and forty-three thousand, nine hundred thirty-eight dollars and forty-three cents ($743,938.43), plus other 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 attached as ***Exhibit B***, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for the materials and/or services.

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.

Empire Southwest, LLC.:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
Scope of Work - Quote from Empire CAT
(attached)

1. **CAT 259D3 Skid Steer with attachments - $129,730.51**
2. **CAT 420 Backhoe - $188,387.92**
3. **CAT 930M Front-End Loader - $299,902.00**
4. **CAT 299D3 Xps – Public Works - $125,918.00**

EXHIBIT B
AGENCY CONTRACT

1. **Contract #212816-01 RFP, Offer & Acceptance and Cooperative Agreement** (attached)
2. **Price Page** (attached)

Joe A
CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001-5399

12/12/2022

Dear Joe, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following.

New Caterpillar 259D3 Track Skid Steer with Next Gen Cab A/C
Standard Equipment

POWERTRAIN

Cat C3.3B diesel engine
-Gross horsepower per SAE J1349
74.3 hp (55.4 kW) @ 2400 RPM
-Electric fuel priming pump
-Glow plugs starting aid
-Liquid cooled, direct injection
Air cleaner, dual element, radial seal
S-O-S sampling valve, hydraulic oil
Filter, cartridge type, hydraulic
Filters, canister type, fuel
and water separator
Radiator / hydraulic oil
cooler (side-by-side)
Spring applied, hydraulically released,
parking brakes
Hydrostatic transmission

UNDERCARRIAGE

Suspension - independent torsion axle(4)
Two speed motor

HYDRAULICS

ISO or H pattern controls:
Electro/hydraulic implement control
Electro/hydraulic hydrostatic
transmission control
Speed sensor guarding

ELECTRICAL

12 volt electrical system

OPERATOR ENVIRONMENT (Continued)

-Hydraulic filter restriction
-Hydraulic oil temperature
-Park brake engages
-Engine emission system
Gauges: fuel level and hour meter
Storage compartment with netting
Ergonomic contoured armrest
Control interlock dystem, when operator
leaves seat or armrest raised:
-Hydraulic system disables
-Hydrostatic transmission disables
-Parking brake engages
ROPS cab, open, tilt up
Anti-theft security system w/6-button
keypad
FOPS, Level I
Top and rear windows
Floormat
Interior rear view mirror
USB charging port
Horn
Hand (dial) throttle, electronic

FRAMES

Lift linkage, vertical path
Chassis, one piece welded
Machine tie down points (6)
Belly pan cleanout
Support, lift arm
Rear bumper, welded

ELECTRICAL (Continued)

80 ampere alternator
Ignition key start / stop / aux switch
Lights:
-LED work lights (2 front, 2 rear)
-Gauge backlighting
-Two rear tail lights
-Dome light
Backup alarm
Electrical outlet, beacon

OPERATOR ENVIRONMENT

Operator warning system indicators:
-Air filter restriction
-Alternator output
-Armrest raised / operator out of seat
-Engine coolant temperature
-Engine oil pressure
-Glow plug activation

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
Extended life antifreeze (-37C, -34F)
Work tool coupler
Hydraulic oil level sight gauge
Radiator coolant level sight gauge
Radiator expansion bottle
Cat ToughGuard TM hose
Split D-ring to route work tool hoses
along side of left lift arm
Heavy duty flat faced quick disconnects
with integrated pressure release
Hydraulic demand cooling fan
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007

Additional Configuration Included in the Sales Price:

Ref #	Description	Price
5124259	259D3	$82,158
5889118	CAB PACKAGE, PRO	$11,179
	INCLUDES:	$0
5124323	HYDRAULICS, PERFORMANCE, (H1)	$0
5124111	CONTROL, ISO, PROP	$0
4951671	LIGHTS, LED	$0
5124345	ROPS, ENCLOSED WITH A/C (C3)	$0
4169265	DISPLAY, ADVANCED, LCD, CAMERA	$0
4866956	FAN, COOLING, DEMAND	$0
512-4052	QUICK COUPLER, HYDRAULIC	$0
5327673	SEAT, SUSPENSION, VINYL	$0
3456175	RADIO READY	$0
5684700	FILM, TWO SPEED	$0
	END OF PKG INCLUDES	$0
0P9002	LANE 2 ORDER	$0
3570240	RUBBER BELT, 2 SPD, TF IDLERS	$1,384
4546049	TRACK,RUBBER,400MM(15.7 IN)BAR	$970
5123483	RIDE CONTROL, NONE	$0

Additional Configuration Included in the Sales Price (Continued):

5607824	BATTERY,HD,DISCONNECT, 850 CCA	$171
3566082	REAR LIGHTS	$0
5398615	DOOR, CAB, GLASS	$148
5426995	SEAT BELT, 3"	$192
5738121	PRODUCT LINK, CELLULAR PL641	$634
5631163	CERTIFICATION ARR, P65	$0
5123765	INSTRUCTIONS, ANSI, USA	$0
4218926	SERIALIZED TECHNICAL MEDIA KIT	$0
3455148	COUNTERWEIGHT,MACHINE,EXTERNAL	$1,389
0P0210	PACK, DOMESTIC TRUCK	$0
	ADD ON	$0
XXX	RADIO (ADD)	$1,103
2795373	BUCKET-GP, 74", BOCE (ADD)	$2,182
	CATERPILLAR LIST PRICE	**$101,510**

Pricing Summary

Caterpillar List Price:	**$101,510.00**
Less City of Tucson Cooperative Contract #212816 Discount (21%):	($21,317.10)
Less Empire Governmental Discount (1%):	($1,015.10)
Sub Total:	$79,177.80
Extended Warranty (see details below):	$1,628.00
Sale Price:	**$80,805.80**
Sales Tax (8.9%):	$7,191.72
Total Sales Price Including Tax:	**$87,997.52**

SKID STEER ONLY
NO ATTACHMENTS

Warranty: 7 years or 3,500 hour Power Train & Hydraulic Warranty. Travel time and mileage cost for warrantable repairs covered for first 12 months.

Training: On-site operating and safety training provided by CAT certified product specialist to ensure machine is run properly to reduce operating costs, reduce unnecessary machine wear and tear, maximize productivity, and increase safety awareness.

If you have any questions regarding this information please let me know. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,

Todd Owen
Empire Southwest
Account Manager
(928)606-1335
Todd.Owen@empire-cat.com

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/salesserviceterms), which are incorporated into this quote. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

Patrick O'Connor

From: Owen, Todd <Todd.Owen@empire-cat.com>
Sent: Thursday, May 18, 2023 11:44 AM
To: Patrick O'Connor
Subject: FW: City of Flagstaff Build Sheets and Budget Quotes

Here are the attachments, thanks.

From: Owen, Todd
Sent: Tuesday, December 13, 2022 4:10 PM
To: Thompson, Dillon <Dillon.Thompson@empire-cat.com>
Subject: RE: City of Flagstaff Build Sheets and Budget Quotes

Thnak you

From: Thompson, Dillon <Dillon.Thompson@empire-cat.com>
Sent: Tuesday, December 13, 2022 12:33 PM
To: Owen, Todd <Todd.Owen@empire-cat.com>; Mcgee, Mark <Mark.Mcgee@empire-cat.com>
Subject: RE: City of Flagstaff Build Sheets and Budget Quotes

Todd,

Please see below quotes for the attachments you inquired about. Let me know if there's anything else you may need from me and have a great day!

New, CAT PC306 Cold Planer w/Integrated Water Tank (529-5791)
For use with standard SSL coupler & **XPS hydraulics**
Drum Width: 24"
Overall Width: 73"
Max Cut Depth: 6.7"
Optimal Hydraulic Flow: 33gpm (High Flow XPS)
Optimal Hydraulic Pressure: 4,000psi
Teeth: 54 All-Purpose Conical Bits
Features: Self-Leveling, Replaceable Skid Shoes
-Max Pro Pressure Gauge
-Drum Center & Drum Front Indication Gauges
-Electro Hydraulic: Independent Left/Right Depth Control
-Side Shift, Tilt, Float-Tilt
-Piston Direct Drive Motor
-Hydraulic Lines w/ ½" Quick Disconnects
-Case Drain Line
-14-PinElectrical Harness
-42 Gallon Water Tank
Requires Case Drain on Machine
Warranty: 2 Year Manufacturer
List Price..... $28,236.00

ADOT Contract CTR052847 Discount 15% (Category 7: Miscellaneous / CATERPILLAR AFTER MARKET WOORK TOOL)..... ($4,235.40)
Contract Sale Price..... $24,000.60
Freight from Manufacturer..... $ 0.00
Prep..... $562.50
Delivery..... $250.00
Subtotal..... $24,813.10
Sales Tax (8.9%)..... $2,208.37

Sale Price..... $27,021.47

Availability..... In Stock

New, CAT Skid Steer Forks (353-1697)

For use with any standard SSL coupler
Tine Length: 48"
Tine Type: Pallet
Weight: 430lbs
Warranty: 1 Year Manufacturer

List Price..... $1,299.00
ADOT Contract CTR052847 Discount 15% (Category 7: Miscellaneous / CATERPILLAR AFTER MARKET WOORK TOOL)..... ($194.85)
Contract Sale Price..... $1,104.15
Freight from Manufacturer..... $ 0.00
Prep..... $0.00
Delivery..... $93.75
Subtotal..... $1,197.90
Sales Tax (8.9%)..... $106.61

Sale Price..... $1,304.51

Availability..... In Stock

New, CAT BA118C Hydraulic Angle Broom (448-5670)

Fits to standard skid steer coupler interface
Hydraulic Angling 30 degrees left or right of center
104" Overall Width
32" Brush Diameter
83" Straight Sweeping Width
73" Angled Sweeping Width
50% Polypropylene / 50% Steel Wire Brush Material
Includes Hydraulic Lines with ½" Quick Disconnects
Includes Mounting Bracket and Hardware
Includes 14 Pin Electrical Harness
Requires: Standard Flow Hydraulics
Requires: Work Tool Harness and 4 button left hand joystick on machine
Requires: Conversion harness 377-1579 for B/B2/B3/C/C2 series machines; not required for B3-Series high flow
Warranty: 2 Year Manufacturer

List Price..... $13,528.00

ADOT Contract CTR052847 Discount 15% (Category 7: Miscellaneous / CATERPILLAR AFTER MARKET WOORK TOOL)..... ($2,029.20)

Contract Sale Price..... $1,498.80

Freight from Manufacturer..... $0.00

Prep..... $562.50

Delivery..... $250.00

Subtotal..... $12,311.30

Sales Tax (8.9%)..... $1,095.71

Sale Price..... $13,407.01

Availability..... TBD pending CAT response

*Quote valid for 30 days on in stock units only. Sale price does not include any applicable taxes, installation, or delivery fees. Availability subject to change without notice at any time. If unit is no longer in stock, pricing is subject to change until unit ships from factory. Price updates would be approved by you prior to unit delivery to Empire.

Thank you,
Dillon Thompson
Work Tool Specialist
Empire Southwest
Mobile (520) 373-0744
DThompson@empire-cat.com

Ask about 0% financing on select attachments through CAT Commercial Account!

NOTICE: Our payment address has changed to Empire Southwest, PO Box 842381, Los Angeles, CA 90084-2381.

Our Corporate Values:
Safety. Respect. Integrity. Teamwork. Excellence. Stewardship. Astonishment.

NOTICE: This e-mail and any attachments are for the intended recipient(s) only and may contain information that is privileged, confidential and/or proprietary. If you are not the intended recipient, please be advised that any reading, distribution, copying, or other use of this e-mail is prohibited. If you have received this e-mail in error, please delete this e-mail immediately. Thank you.

From: Owen, Todd <Todd.Owen@empire-cat.com>
Sent: Tuesday, December 13, 2022 8:55 AM
To: Thompson, Dillon <Dillon.Thompson@empire-cat.com>; Mcgee, Mark <Mark.Mcgee@empire-cat.com>
Subject: Fwd: City of Flagstaff Build Sheets and Budget Quotes

Dillon,

The city is asking for quotes on a planer, kick broom, and forks for the 259 or 279. Can you please send them to me with discounts.

Thx

Sent from my iPhone

Begin forwarded message:

> **From:** "Mcgee, Mark" <Mark.Mcgee@empire-cat.com>
> **Date:** December 12, 2022 at 5:31:31 PM MST
> **To:** "Owen, Todd" <Todd.Owen@empire-cat.com>
> **Subject: City of Flagstaff Build Sheets and Budget Quotes**
>
> Todd,
>
> Look these over.
>
> I sent you the build sheets as well, but as you know these are for your records only and not for the Client.
>
> Call me if you have any questions.
>
> Thank you.
>
> Mark McGee
> Empire Southwest
> Governmental and Forestry Industry Manager
> mmcgee@empire-cat.com
> (520)746-8292 office
> (520)240-8292 cell

JOE A
CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001-5399

12/12/2022

Dear Joe, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following.

New Caterpillar 420 Backhoe with 4WD, CAB, A/C, Extend Stick, Plumbed, MP Bucket, Forks, and Thumb.

Standard Equipment

BOOMS, STICKS, AND LINKAGES

BACKHOE

- 14'4" Center pivot backhoe
4.3 Meters
- Boom and swing transport locks
- Pilot operated backhoe and electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick, and E-stick)
- Cat Cushion Swing(tm) system

LOADER

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control
- Return-to-dig
(automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

POWERTRAIN

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with integral precleaner
- Automatic dust ejection system
- Filter condition indicator

HYDRAULICS (Continued)

- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic suction strainer

ELECTRICAL

- 12 volt electrical start
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights
- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and machine Electronic Control Modules

OPERATOR ENVIRONMENT

- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt
- Tilt steering column
- Steering knob
- Hand and foot throttle

POWERTRAIN (Continued)

- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock
- Differential lock
- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for

Fuel

Engine oil

Transmission oil

- Outboard Planetary Rear Axles
- Diesel particulate filter
- Hydrostatic power steering

HYDRAULICS

- Pilot hoe and mechanical loader controls
- Load sensing, variable flow system with 43 gpm (162 L/min) axial piston pump
- 6 micron hydraulic filter
- Caterpillar XT-3 hose
- Hydraulic oil cooler

OPERATOR ENVIRONMENT (Continued)

- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Lockable storage area
- Air suspension seat

FLUIDS

- Antifreeze - Extended Life Coolant -20F (-30C)

OTHER STANDARD EQUIPMENT

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity & 5 gal (19L) diesel exhaust fluid
- Rubber impact strips on radiator guard
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection

Additional Configuration Included in the Sales Price:

Ref #	Description	Price
5427992	420 BACKHOE	$115,642
6305313	TRIM PACKAGE 3	$52,589
	TRIM PACKAGE 3 INCLUDES	$0
5440883	CAB, DELUXE	$0
5427774	HYDRAULICS, MP, 6FCN/8BNK, ST	$0
5441066	PT, 4WD/2WS, POWERSHIFT	$0
5434284	STICK, EXTENDABLE, 14FT	$0
5455048	DISPLAY, TOUCH SCREEN	$0
4916736	WORKLIGHTS (8) LED LAMPS	$0
6110339	SEAT, DELUXE FABRIC	$0
5427810	AIR CONDITIONER, T4F	$0
5606797	PRODUCT LINK, CELLULAR, PLE643	$0
3379696	COUNTERWEIGHT, 1015 LBS	$0

5516453	RIDE CONTROL	$0
5481231	LINES, COMBINED AUX, E-STICK	$0
5402298	STANDARD RADIO (12V)	$0
5516940	COLD WEATHER PACKAGE, 120V	$0
5675090	AUTO-UP STABILIZERS	$0
4237607	PLATE GROUP - BOOM WEAR	$0
3531389	GUARD, STABILIZER	$0
	END OF TRIM PACKAGE INCLUDES	$0
5419540	ENGINE, 74.5KW, C3.6 DITA, T4F	$12,723
2061748	SEAT BELT, 3" SUSPENSION	$192
3792161	TIRES, 12.5 80/19.5L-24, GY	$2,514
9R6007	STABILIZER PADS, FLIP-OVER	$447
5458548	LOADER BUCKET PINS	$0
3377401	BUCKET-GP, 1.5 YD3, PO	$8,744
9R5320	CUTTING EDGE, TWO PIECE,WIDE	$362
5590872	INSTRUCTIONS, ANSI	$0
4218926	SERIALIZED TECHNICAL MEDIA KIT	$0
0P0210	PACK, DOMESTIC TRUCK	$0
4616839	SHIPPING/STORAGE PROTECTION	$271
4621033	RUST PREVENTATIVE APPLICATOR	$145
5441901	COUPLER, PIN LOCK, BL F	$1,684
0P9002	LANE 2 ORDER	$0
2471950	BUCKET-HD, 24", 7.3 FT3 PL	$2,267
2825409	THUMB, HYDRAULIC, NO TINE, BHL	$6,753
2214284	THUMB, TINE A 2	$511
6W8832	CARRIAGE, PAL, CL3, 61”, IT	$2,769
1956939	FORK TINE, 2”x 5”x 54” (Qty. 2)	$2,113
5968446	KIT, LOADER COUPLER (IT)	$6,094
	CATERPILLAR LIST PRICE	**$215,297**

Pricing Summary

Caterpillar List Price:	**$215,297.00**
Empire Governmental Discount (22%):	($47,365.34)
Sub Total:	$167,931.66
Sales Configuration (Install IT Coupler and Thumb):	$1,500.00
Extended Warranty (see description below):	$3,560.00
Sales Price:	**$172,991.66**
Sales Tax (8.9%):	$7,191.72
Total Sales Price Including Tax:	**$188,387.92**

Warranty: 7 years or 3,500 hour Power Train & Hydraulic Warranty. Travel time and mileage cost for warrantable repairs covered for first 12 months.

Training: On-site operating and safety training provided by CAT certified product specialist to ensure machine is run properly to reduce operating costs, reduce unnecessary machine wear and tear, maximize productivity, and increase safety awareness.

If you have any questions regarding this information please let me know. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,

Todd Owen
Empire Southwest
Account Manager
(928)606-1335
Todd.Owen@empire-cat.com

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/salesserviceterms), which are incorporated into this quote. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

Joe Almendarez
CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001-5399

1/4/2023

Dear Joe, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following Caterpillar 930M.

2023 New Caterpillar 930M W/I

Configured as Follows

LANE 3 ORDER	PREP PACK, UNITED STATES
STEERING, STANDARD	DIFFERENTIAL, OPEN REAR
ENVIRONMENT, MEDIUM DEBRIS	WEATHER, STANDARD
ENGINE	HYDRAULICS, 3V, CPLR READY, SL
HYDRAULICS, STANDARD	LINES, AUX 3RD, STD LIFT
JUMPER LINES, NONE	LIGHTS, AUX, LED, PREMIUM
LIGHTS, ROADING, LED, RH	CAB, DELUXE
SEAT, DELUXE	STANDARD RADIO (12V)
PRODUCT LINK, CELLULAR PL641	TIRES,20.5R25 MX XHA2 * L3
FENDERS, STANDARD	CTWT, AGGREGATE, 3325LBS, 6PCS
TOOLBOX AUX, NONE	HYDRAULIC OIL, STANDARD
SERIALIZED TECHNICAL MEDIA KIT	RIDE CONTROL
SIDE MIRROR, RH	GUARD, POWERTRAIN, LOWER
GUARD, CRANKCASE	GUARD, DRIVESHAFT
GUARD, HITCH	FILM GP, AGGREGATE
TRANSPORT GROUP	PACK, DOMESTIC TRUCK
CAT FUSION Quick Coupler	3.5 yd. Rockland GP Grapple Bucket w/2 18” wide clamps

Warranty

7 Yr 5000 Hr Gov PT Hyd + Tech

Powertrain+Hydraulic ESC Coverage includes Powertrain components (see below), as well as specified hydraulic system parts and components. Hydraulic components are associated with steering and implement control. COVERED Hydraulic/steering hoses & lines Hydraulic quick-couplers & swivels Hydraulic tanks/oil filter base Hydraulic pumps & motors Hydraulic values & controls Hydraulic cylinders EXCLUDED Winch pumps & valves Hydraulic brake system parts Hydraulic actuated worktools & attachments

Pricing Summary

NIPA City of Tucson Pricing #161534

Sale Price:	$275,392
Sales Tax:	$24,510
Net Total:	**$299,902**

Thank you for your consideration of this proposal and we look forward to the continued business partnership with CITY OF FLAGSTAFF.

Sincerely,

Todd Owen

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Mike Stress
CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001-5399

6/15/2023

Dear Mike, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following Caterpillar 299D3.

2023 New Caterpillar 299D3 Xps Ca

Configured as Follows

DCA6E INCLUDES
PACK, DOMESTIC TRUCK
BUCKET-GP, 86", BOCE
COUNTERWEIGHT,MACHINE,EXTERNAL
REAR LIGHTS
SERIALIZED TECHNICAL MEDIA KIT
TRACK,RUBBER,450MM(17.7 IN)BAR
LIGHTS, LED
QUICK COUPLER, HYDRAULIC
DEBRIS MGMT PKG, NONE (DM0)
INSTRUCTIONS, ANSI, USA
HYDRAULICS, PERFORMANCE, (H3)
SEAT BELT, 2"
FILM,TWO SPEED W/HIGH FLOW XPS
PRODUCT LINK, CELLULAR PL641
DOOR, CAB, POLYCARBONATE
CARRIAGE, PAL HD C2, 57", SSL
END OF DCA6E INCLUDES
LANE 2 ORDER
HEATER, ENGINE COOLANT, 120V
STANDARD RADIO(12V),BLUETOOTH
RUBBER BELT, 2 SPD, TF IDLER
FILM, SELF LEVEL, ANSI
DISPLAY, ADVANCED, LCD, CAMERA
ROPS, ENCLOSED WITH A/C (C3)
RIDE CONTROL, NONE
CONTROL, ISO, PROP, WT
299D3 COMPACT TRACK LOADER
SEAT,AIR SUSPENSION,CLOTH,HEAT
CERTIFICATION ARR, P65
BATTERY,EXTRA HEAVY DUTY, DISC
FAN,COOLING, DEMAND, REVERSING
CAB PACKAGE, ULTRA
FORK, PAL HD C2, 48"X4.8"X1.8"

Warranty

5 Yr 4000 Hr Gov PT Hyd + Tech

Powertrain+Hydraulic ESC Coverage includes Powertrain components (see below), as well as specified hydraulic system parts and components. Hydraulic components are associated with steering and implement control. COVERED Hydraulic/steering hoses & lines Hydraulic quick-couplers & swivels Hydraulic tanks/oil filter base Hydraulic pumps & motors Hydraulic values & controls Hydraulic cylinders EXCLUDED Winch pumps & valves Hydraulic brake system parts Hydraulic actuated worktools & attachments

Pricing Summary

City of Tucson Cooperative Contract Pricing # 212816

Sale Price:	$115,627
Sales Tax:	$10,291
Net Total:	**$125,918**

Thank you for your consideration of this proposal and we look forward to the continued business partnership with CITY OF FLAGSTAFF.

Sincerely,

Todd Owen

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Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

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Caterpillar, Inc. and OMNIA Partners
National Cooperative Agreement

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Negotiation Confirmation Letter

September 6, 2022 ***Sent via email, this day***

Tirena Pavelka, Government Sales Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629
Email: Pavelka_tirena_l@cat.com

Subject: Request for Proposal No. 212816 -Heavy Equipment, Parts, Accessories, Supplies and Related Services
Negotiation Confirmation Letter

Dear Ms. Tirena Pavelka:

Based on previous responses, discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Specifically, you are asked to provide written confirmation by signing the concurrence line below. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in this document, **Caterpillar, Inc.,** must specify such in a written response to this request.

The following agreement has been made between the City of Tucson and **Caterpillar, Inc.,** with regard to Request for Proposal No. 212816 and incorporates the documentation as delineated in the following order of precedence.

Order of Precedence:

The following documents comprise the order of precedence of the executed contract.

Item 1. Negotiated Confirmation Letter, dated September 6th, 2022.

Item 2. Caterpillar Inc., Intent to Negotiate and BAFO response and email and attachments, dated August 17th and 23rd, 2022.

Item 3. Caterpillar Inc., Intent to Negotiate – Exceptions response and email dated July 29th, 2022.

Item 4. Caterpillar Inc., Request for Clarifications response and email dated December 1st, 2021.

Item 5. Caterpillar Inc., Response to Request for Proposal dated September 10th, 2021.

Your response to this letter must be received by the City's Business Services Department no later than ***Friday, September 9th, 2022, 4:00 PM Local Arizona Time.***

Sincerely,

Cynthia Thompson

Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer

Concurrence: Tirena Pavelka Date: 9/9/2022

Tirena Pavelka, Government Sales Account Manager
Caterpillar, Inc.

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

(BAFO) – Price Page

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Caterpillar Cooperative Contract Discounts by Model OMNIA Partners

***Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.**

Machine Model*	New Equipment
2022	Discount to Customer (Off List Price)
Pavers	
AP300	18.00%
AP355	18.00%
AP500	18.00%
AP555	18.00%
AP600	18.00%
AP655	18.00%
AP1000	18.00%
AP1055	18.00%
Rollers	
CB1.7	19.00%
CB1.8	19.00%
CB7	19.00%
CB8	19.00%
CB10	19.00%
CB13	19.00%
CB15	19.00%
CB16	19.00%
CB2.5	19.00%
CB2.5GC	19.00%
CB2.7	19.00%
CB2.7GC	19.00%
CB2.9	19.00%
CB4.0	19.00%
CB4.4	19.00%
CC2.7	19.00%
CC2.7GC	19.00%
CC4.0	19.00%
CCS9	19.00%
CP11GC	19.00%
CP12GC	19.00%
CP34	19.00%
CP44	19.00%
CP54	19.00%
CP56	19.00%
CP68	19.00%
CP74	19.00%
CS11GC	19.00%
CS12GC	19.00%
CS13GC	19.00%
CS34	19.00%
CS44	19.00%
CS54	19.00%
CS56	19.00%
CS64	19.00%
CS68	19.00%
CS74	19.00%
CS78	19.00%
CW16	19.00%
CW34	19.00%

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Track Type Tractors

D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%
D3 Fire Dozer	23.00%
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	10.00%
D10	10.00%

Wheeled Excavators

M314	26.00%
M315	26.00%
M316	26.00%
M317	26.00%
M318	26.00%
M320	26.00%
M322	26.00%

Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%

Cold Planers

PM310	20.00%
PM312	20.00%
PM313	20.00%
PM620	20.00%
PM622	20.00%
PM820	20.00%
PM822	20.00%
PM825	20.00%

Reclaimers

RM400	20.00%
RM500	20.00%

Telehandlers

TH255	23.00%
TH3510	24.00%
TH357	24.00%
TH408	24.00%
TH514	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

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Motor Graders

12	30.00%
120	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%

Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%

Compact Track Loaders

239	21.00%
249	21.00%
259	21.00%
279	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%

Excavators

300.9	20.00%
301.4	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
302	20.00%
302.4	20.00%
302.5	20.00%
302.6	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
304.5	20.00%
305	20.00%
305.5	20.00%
306	20.00%
307	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
311	18.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	20.00%
316	19.00%
317	19.00%
317GC	20.00%
318	16.00%

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Excavators Continued	
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
336GC	16.00%
340	15.00%
349	10.00%
352	10.00%
374	10.00%

Forest Machines	
538	15.00%
548	15.00%
558	15.00%
568	15.00%

Backhoe Loaders	
415	22.00%
416	22.00%
420	22.00%
428 Side Shift	22.00%
430	22.00%
432 Side Shift	22.00%
434 Side Shift	22.00%
440	22.00%
450	22.00%

Wheel Tractor Scrapers	
621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
657	18.00%

Articulated Trucks	
725	17.00%
730	17.00%
735	17.00%
740GC	17.00%
745	17.00%

Rigid Frame Trucks	
770	3.00%
773	3.00%

Landfill Compactors	
816	12.00%
826	12.00%
836	12.00%

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Wheel Dozers and Soil Compactors

814	15.00%
815	13.00%
824	15.00%
825	13.00%
834	15.00%

Wheel Loaders

903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
918	24.00%
920	24.00%
924	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950M	18.00%
962	18.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%

Track Loaders

953	19.00%
963	22.00%
973	23.00%

Aftermarket Worktools*	15.00%

Caterpillar Safety Services	15.00%
Technology Enabled Safety Solutions	5.00%

Technology subscriptions are discounted at 0% on all equipment
Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership rental rates

Parts & Service is discounted by the servicing dealer at local rates

* Aftermarket Worktools are CAT Worktools sold without a prime product machine purchase.

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CAT Generators

Product	Minimum List Discount for OMNIA Member [1]
DG50-DG80 (G80 PGAM)	31%
DG100–DG150 (G150 PGAM)	35%
D40 – D100 (C4.4)	31%
D125 – D200 (C7.1)	35%
Olympian Gas	26%
DG175 – DG450 (G14.2 & G21.9)	26%
C4.4 GC / C7.1 GC Product	31%
C9 - 200 kW	33%
C9 – 250 - 300 kW	37%
C13 / C15 - 350 – 500kW	37%
C18 T4F	20%
C18 – 550 - 600kW	37%
C18 – 650 - 750kW	33%
C9 – C18 GC Product (250 - 600kW)	31%
C27 – 750 kW, 800kW	34%
C32 – 1000kW	34%
C32 – 1250 kW	34%
3512C- 1500kW	36%
3512C- 1750kW	34%
3516C/3516E 2000 kW	40%
3516C/3516E 2500 kW	36%
3516C/3516E 2750 kW	33%
3516 Tier 4	19%
C175-16	29%
C175-16 Tier 4	19%
C175-20	24%
Hybrid Products	19%
Tier 4 Final XQ Product XQ35, XQ60, XQ125, XQ230, XQ425 & XQ570	23%
EPIC / SCP	10%
Cat ATS[3]	20%
Cat Switchgear [4]	12%
CG132-8,-12,-16 [5]	15%
CG170-12,-16,-20 [5]	15%
CG260-12,-16 [5]	15%
G3412 450-500kW	20%
G3508 / G3512	17%
G3516	17%
G3520	17%

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OMNIA Partners

Allied Product Discounts Off List Price

Construction & Mining

Brand	Minimum Discount
American Compaction	7%
Arrow Material Handling	5%
Broce	7%
Crafco	3%
Diamond Mowers	10%
Dymax	8%
Enerpac	5%
Epiroc	9%
Genie	20%
HKX	5%
JLG	22%
Mega	8%
Metso	3%
Multiquip	24%
Paladin / JRB	8%
Jet-Vac	5%
Road Widener	5%
Rockland	8%
Summit	5%
TY Cushion	3%
Tink	5%
Weiler	10%
Werk-Brau	5%
Woods	11%

ON- HIGHWAY

Brand	Minimum Discount
Fleming	8.40%
Load King	3%
Maintainer	6%
Murray Trailers	2%
Rackley	2%
Thunder Creek	6%
Trail King	7%
UTB	8.40%

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AGRICULTURE	
Brand	**Minimum Discount**
Challenger	13%
Claas	6%
Gearmore	13%
Grouser	5%
Fendt	6%
Lexion	6%
Massey Ferguson	13%
Massey Ferguson	13%
Massey Ferguson	13%
Mil-Stak Inc	3%
Nikkel Iron Works	7%
Reynolds	13%
Rogator	6%
Rome Plow	13%
Schmeiser	5%
Stinger Inc.	1%
Sunflower	6%
T.G. Schmeiser	13%
Terragator	6%
Valmar	7%
Wilcox	13%
Willmar	6%
Woods	13%

POWER SYSTEMS	
Brand	**Minimum Discount**
ABB	5%
Active Power	2%
Allmand	18%
Asco	10%
Atlas Copco	10%
Avtron	6%
Crestchic	5%
Multiquip	7%
Progressive Solar	10%
Stamford Newage	2%
Sullair	28%
Toshiba	5%

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TECHNOLOGY	
Brand	**Minimum Discount**
Caterpillar	12%
Cerragon	5%
CrewSight	5%
DJI Enterprises	0%
GCEstimator Suite	5%
Level Best	10%
Modelogix	5%
ProjectSight	5%
Prolog	5%
Quantum	8%
RADWIN	5%
Rajant	0%
RealWorks	10%
Seco	12%
Sensemetrics	5%
SitePro	12%
Spectra Precision	12%
Trimble	12%
VICO Office	5%
Winest	5%
Empire Technology Companies	
Allen Instruments	
BuildingPoint West	
SITECH	
TOPS	
Renewable Energy	
Brand	**Minimum Discount**
ABB	3%
BTC Power	3%
Fronius	4%
Satcon	3%
SMA America	4%
Sun Power	3%

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Unlisted and Future Allied Products

* The following procedure will be available to add future Allied products:

1. Empire will provide a letter to the City of Tucson stating that we have become a Dealer for a new product.
2. Empire will add the product(s) to the appropriate area of the Allied list along with the stated discount off the manufacturer's list price.
3. An updated list will be sent to the City of Tucson to be added to the contract.

For emergency needs for machines or products that have to be delivered before a stated discount can be established, the following will be the discount structure for unlisted and/or future Allied products.

	Minimum Discount
All unnamed suppliers without a stated discount will receive a minimum discount of 5% off the manufacturer's list price	5%

Caterpillar OMNIA Member Discounts 2022

All Discounts listed are for "Standby Ratings only unless otherwise stated".

	List Price Discount
Stationary Diesel	
60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)	
D80 - 80 kW	31%
D100 - 100 kW	31%
60 HZ, 125 - 175 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)	
D125 - 125 kW	35%
D150 - 150 kW	35%
D175 - 175 kW	35%
D200 - 200 kW	36%
C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)	
200 kW	33%
250 kW	37%
300 kW	37%
C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)	

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350 kW	37%
400 kW	37%
450 kW	37%
500 kW	37%
C18, 60 HZ, 550 - 600 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)	
550 kW	37%
600 kW	37%
650 kW	33%
700 kW	33%
750 kW	33%
C18, 60 HZ, EPA Tier 4f, 455 - 500 KW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)	
455 kW Prime Power	20%
500 kW	20%
C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)	
750 kW	34%
800 kW	34%
C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)	
1000 kW	34%
1250 kW	34%
3512C, 60 HZ, 1500 - 1750 kW Diesel	
(EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
1500 kW	37%
1750 kW	35%
3516C/3516E, 60 HZ, 2000 - 2750 kW Diesel	
(EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	40%

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2500 kW	38%
2750 kW	34%
3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4)	
(Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	19%
2500 kW	19%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)	
3000 kW	30%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 4)	
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)	
3000 kW	19%
C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)	
4000 kW	24%
Stationary Natural Gas (Select LP Vapor Options with Derates)	
50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)	
DG50 - 50 kW	31%
DG60 - 60 kW	31%
DG80 - 80 kW	31%
100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)	
DG100 - 100 kW	35%
DG125 - 125 kW	35%
DG150 - 150 kW	35%
175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G175 - 175 kW	26%

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G200 - 200 kW	26%
G230 - 230 kW	26%
G250 - 250 kW	26%
G275 - 275 kW	26%
G300 - 300 kW	26%
G3412, 60 HZ, 375 - 500 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	
375 kW	20%
450 kW	26%
500 kW	26%
G3512 60 HZ, 750 - 1000 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3512NL" Caterpillar Price List)	
750 kW	17%
1000 kW	17%
G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, & Biogas (Ratings Depend on Selection)	
(Reference the "PSNA-EPG-F_G3516AEPL" Caterpillar Price List)	
All Ratings	17%
G3516C 60 HZ, 1500 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3516CTPL" Caterpillar Price List)	
1500 kW	17%
G3516H 60 HZ, 1966 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3516HNL" Caterpillar Price List)	
1966 kW	17%
G3520H 60 HZ, 2469 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List)	
2469 kW	17%
G3520C 60 HZ, 1600 - 2055 kW Natural Gas	

(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List)	
1600 kW	17%
2055 kW	17%
CG132, CG170, CG260 (custom)	
Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.	15%
Each quote is custom for the specific application.	
However, members will receive a 15% discount off of the configured list price from each member's local dealer.	
Mobile Diesel (With Trailers)	
XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)	
27 kW Prime Power	23%
30 kW	23%
XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)	
48 kW Prime Power	23%
XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)	
100 kW Prime Power	23%
110 kW	23%
XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)	
200 kW Prime Power	23%
XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
340 kW Prime Power	23%

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XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)	
455 kW Prime Power	23%
Control Panels, Switchgear, Automatic Transfer Switches	
Switchgear (customizable)	12%
Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a ***12% discount*** *off of the configured list price from each member's local dealer.*	
Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS NJPA Pricing 11-29-17" Price List)	
235 ATS's Available	20%

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Effective with sales to the first user on or after July 1, 2021

CATERPILLAR LIMITED WARRANTY

Rubber Track used on Multi Terrain Loader, Compact Track Loader and Mini Hydraulic Excavator

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants Cat® and Yellowmark™ new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

Warranty Period

The standard warranty period for all new Premium rubber tracks used on Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new General Duty rubber tracks used on Multi Terrain Loaders and Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new Yellowmark rubber tracks used on Multi Terrain Loaders , Compact Track Loaders and Mini Hydraulic Excavators is 12 months or 750 operating hours, whichever occurs first, starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat® dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators with Premium rubber tracks:

Allowance (%) = (1-Track hours/1500 hours) X 100

User Allowance for Multi Terrain Loaders and Compact Track Loaders with General Duty rubber tracks:

Allowance (%) = (1-Track hours /1000 hours) X 100

User Allowance for Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators with Yellowmark rubber tracks:

Allowance (%) = (1-Track hours/750 hours) X 100

- Provide reasonable and customary repair labor needed to correct the defect if product found to be defective and its replacement are both installed by a Cat dealer or other source approved by Caterpillar, or installed on machine prior to sale.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.
- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."
- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

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This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629, telephone 1 (309) 675-1000, or go to URL www.cat.com, Find Your Dealer

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.
NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 100,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000,THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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Effective with sales to the first user on or after July 1, 2021

CATERPILLAR LIMITED WARRANTY

Earthmoving, Construction, Material Handling, Forestry and Paving Machines

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- HPU300 for use with 300.9D VPS
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 & 323 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 777, 785, 789, 793, 794, 795, 796, 797 and 798 Off-Highway Trucks sold in regions other than the Commonwealth of Independent States ("CIS")
- 16, 18 & 24 Motor Graders sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loaders sold in regions other than CIS
- Cat Utility Vehicles (UTV)
- Compact Construction Equipment including Compact Track & Multi Terrain Loaders, Mini Hydraulic Excavators, Skid Steer Loaders, and HPU300 sold in USA or Canada.

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines, HPU300, and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note:

- For hydraulic line's quick connect/disconnect components sold on telehandlers, compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For work tool line's quick connect/disconnect components sold on Telehandler Work Tools installed with the machine at time of sale, the warranty period is 3 months starting from date of delivery or sale to the first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

(Continued on reverse side…)

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- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under “Caterpillar Responsibilities.”
- Transportation costs, except as stated under “Caterpillar Responsibilities.”
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user’s delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

PLEASE SEE IMPORTANT TERMS AND CONDITIONS ON PAGE 3 & 4

(Continued on reverse side…)

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This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629, , telephone 1 (309) 675-1000, or go to URL, www.cat.com, Find Your Dealer.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc, 100 N.E. Adams St., Peoria, IL USA 61629, Attention: Customer Service Manager, Telephone 1 (309) 675-1000. Outside the USA and Canada: Contact your Cat dealer, go to URL, www.cat.com, Find Your Dealer.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 100,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR

(Continued on reverse side…)

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ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000,THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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INVOICE

EMPIRE CAT

MACHINERY

MESA • PHOENIX • TUCSON • KINGMAN • FLAGSTAFF
PRESCOTT • SHOW LOW • YUMA • IMPERIAL • LAKE HAVASU

Questions: 1-800-EMPIRE1 / (480) 633-4000

SOLD TO

CITY OF TUCSON FLEET
FLEET DEPARTMENT-ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ 85726-7210

SHIP TO

INVOICE NUMBER	INVOICE DATE	CLIENT NUMBER	CLIENT ORDER NUMBER	STORE	DIV.	SALESMAN	TERMS	PAGE
EMSL00061868	06-30-20	2206242	40493-13	00	G	CS2	2	1

AGREEMENT NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA	INV. SEQ. NUMBER
S81214	06-12-20			10		779937

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	246D3 CA	KC601016			2.00 E158366

CUSTOMER CONTACT: JIM SEEDS

	EQUIPMENT SALE		
	CATERPILLAR MODEL 246D3 CA		
	246 CAB SKIDSTEER		
1.0	ID NO: E158366 SERIAL NO: KC601016		56531.00
	PIN: *CAT0246DPKC601016*		
1.0	.		
	WARRANTY: 36 MONTH/4000 HOUR PREMIER EPP		
	TRAVEL AND MILEAGE FOR 12 MONTHS		
1.0	.		
	EQUIPMENT SALE		
	CATERPILLAR MODEL 68"IG BU *		
	SSL- GRAPPLE BUCKET		
1.0	ID NO: E159492 SERIAL NO: A419CGB30054		
	EQUIPMENT SALE		
	CATERPILLAR MODEL DEBRIS KIT *		
	MISC ATTACHMENTS		
1.0	ID NO: E159958 SERIAL NO: KIT.E159958		
	EQUIPMENT SALE		
	CATERPILLAR MODEL TURBODBRKT *		
	MISC ATTACHMENTS		
1.0	ID NO: E159960 SERIAL NO: KIT.E159960		
	EQUIPMENT SALE		
	CATERPILLAR MODEL 246D3 CA		
	246 CAB SKIDSTEER		
1.0	ID NO: E159956 SERIAL NO: KC601071		56531.00
	PIN: *CAT0246DVKC601071*		

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at https://www.arb.ca.gov/dieseltruck, https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm, or https://www.arb.ca.gov/portable/portable.htm.

PAY THIS AMOUNT USD	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 29879
PHOENIX, AZ 85038-9879

EMIN1811

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INVOICE

EMPIRE CAT

MACHINERY

MESA • PHOENIX • TUCSON • KINGMAN • FLAGSTAFF
PRESCOTT • SHOW LOW • YUMA • IMPERIAL • LAKE HAVASU

Questions: 1-800-EMPIRE1 / (480) 633-4000

SOLD TO

CITY OF TUCSON FLEET
FLEET DEPARTMENT-ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ 85726-7210

SHIP TO

INVOICE NUMBER	INVOICE DATE	CLIENT NUMBER	CLIENT ORDER NUMBER	STORE	DIV.	SALESMAN	TERMS	PAGE
EMSL00061868	06-30-20	2206242	40493-13	00	G	CS2	2	2

AGREEMENT NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA	INV. SEQ. NUMBER
S81214	06-12-20			10		779937

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	246D3 CA	KC601016			2.00 E158366

1.0 .
WARRANTY: 36 MONTH/4000 HOUR PREMIER EPP
TRAVEL AND MILEAGE FOR 12 MONTHS

1.0 .
EQUIPMENT SALE
CATERPILLAR MODEL 68"IG BU *
SSL- GRAPPLE BUCKET

1.0 ID NO: E159957 SERIAL NO: A4201GB30087

EQUIPMENT SALE
CATERPILLAR MODEL DEBRIS KIT *
MISC ATTACHMENTS

1.0 ID NO: E159959 SERIAL NO: KIT.E159959

EQUIPMENT SALE
CATERPILLAR MODEL TURBODBRKT *
MISC ATTACHMENTS

1.0 ID NO: E159961 SERIAL NO: KIT.E159961

* ATTACHMENT WARRANTY: STANDARD MANUFACTURER'S

S.O.S. (SCHEDULED OIL SAMPLING) IS REQUIRED TO
MAINTAIN WARRANTY ELIGIBILITY

TERMS: NET 10

STATE/COUNTY TAX	6896.78
CITY/OTHER TAX	2261.24

.

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at https://www.arb.ca.gov/dieselt ruck, https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm, or https://www.arb.ca.gov/portable/portable.htm.

PAY THIS AMOUNT USD	122220.02

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PO BOX 29879
PHOENIX, AZ 85038-9879

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DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

STATEMENT

FOR INQUIRIES REGARDING THIS STATEMENT, CALL THE EMPIRE SOUTHWEST ACCOUNTS RECEIVABLE DEPARTMENT AT (800) 367-4731 EXT. 24565.

EMPIRE MACHINERY ▪ EMPIRE RENTAL ▪ EMPIRE POWER SYSTEMS ▪ EMPIRE HYDRAULIC SERVICE ▪ EMPIRE TRANSPORT ▪ EMPIRE PRECISION MACHINING

CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	1
CUSTOMER NUMBER	STATEMENT DATE	PAGE

TERMS: Payment is due in accordance with the terms shown on each invoice.

INVOICE DATE	INVOICE / DOCUMENT TYPE NUMBER	REFERENCE	P.O. NUMBER	CHARGES	CREDITS
04/01/21	EMWK3120519	3360291	38720	859.98	
04/07/21	EMWK3122688	3367222	38720	430.63	
04/16/21	RTFR400906	3354693 98CR #2			516.75
04/23/21	EMWK3129062	3480724	38720	430.63	
05/27/21	EMRA0282745	B7192802	38720	15,489.75	
06/03/21	EMWK3149801	3484915	40493	7,074.60	
06/04/21	EMWK3150452	3491806	38720	722.11	
06/28/21	EMWK3159315	3496434	38720	438.63	
06/28/21	EMWK3159316	3497486	38720	263.18	
07/02/21	EMWK3163837	3492566	40493	7,074.60	
07/19/21	EMWK3169966	3505720	40493	11,472.62	
07/22/21	EMPC0727957	02R083012	3491361		2,253.77
08/02/21	EMWK3178006	3501589	40493	6,802.50	
08/09/21	EMWK3181021	3509532	38720	175.45	
08/09/21	EMWK3181022	3509559	38720	263.18	
08/09/21	EMWK3181023	3509637	38720	350.90	
08/11/21	EMWK3182184	3508669	38720	1,301.70	
08/11/21	EMWK3182185	3509920	38720	1,121.80	
08/11/21	EMWK3182186	3510286	38720	545.69	
08/11/21	EMWK3182187	3510770	38720	526.35	
08/11/21	EMWK3182188	3510894	38720	438.63	

ARSTAT 04/08

Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS

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STATEMENT

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CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	2
CUSTOMER NUMBER	STATEMENT DATE	PAGE

TERMS: Payment is due in accordance with the terms shown on each invoice.

INVOICE DATE	INVOICE / DOCUMENT TYPE NUMBER	REFERENCE	P.O. NUMBER	CHARGES	CREDITS
08/11/21	EMWK3182189	3511554	38720	175.45	
08/11/21	EMWK3182190	3511559	38720	175.45	
08/12/21	EMWK3182760	3503390	38720	350.91	
08/12/21	EMWK3182761	3506266	38720	626.97	
08/12/21	EMWK3182762	3508655	38720	263.18	
08/17/21	EMWK3184392	3507543	38720	1,767.80	
08/19/21	EMWK3185065	3501747	38720	5,181.37	
08/19/21	EMWK3185503	3510384	38720	2,137.38	
08/19/21	EMWK3185504	3511542	38720	438.63	
08/19/21	EMWK3185505	3511928	38720	263.18	
08/19/21	EMWK3185506	3511931	38720	350.90	
08/19/21	EMWK3185507	3511985	38720	175.45	
08/19/21	EMWK3185508	3512162	38720	350.90	
08/19/21	EMWK3185509	3512364	38720	701.80	
08/19/21	EMWK3185510	3512474	38720	438.63	
08/19/21	EMWK3185511	3512533	38720	350.90	
08/19/21	EMWK3185512	3512998	38720	964.98	
08/25/21	EMWK3187983	3515913	40493	10,890.90	
08/26/21	EMWK3188520	3506796	38720	934.78	
08/26/21	EMWK3188521	3511143	38720	4,869.55	
08/26/21	EMWK3188522	3513233	38720	2,294.08	

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Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS

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STATEMENT

EMPIRE CAT

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EMPIRE MACHINERY ▪ EMPIRE RENTAL ▪ EMPIRE POWER SYSTEMS ▪ EMPIRE HYDRAULIC SERVICE ▪ EMPIRE TRANSPORT ▪ EMPIRE PRECISION MACHINING

CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	3
CUSTOMER NUMBER	STATEMENT DATE	PAGE

TERMS: Payment is due in accordance with the terms shown on each invoice.

INVOICE DATE	INVOICE / DOCUMENT TYPE NUMBER	REFERENCE	P.O. NUMBER	CHARGES	CREDITS
08/27/21	EMWK3189059	3514300	38720	175.45	
08/30/21	EMWK3189703	3510054	38720	525.46	
08/30/21	EMWK3189704	3512771	38720	1,392.32	
08/31/21	EMWK3192233	3513623	38720	1,643.89	
09/02/21	EMWK3193188	3514582	38720	350.90	
09/02/21	EMWK3193189	3514626	38720	207.51	
09/02/21	EMWK3193190	3514953	38720	757.36	
09/02/21	EMWK3193191	3515078	38720	350.90	
09/02/21	EMWK3193192	3518331	40493	12,781.51	
09/02/21	EMWK3193193	3518345	40493	12,112.35	
09/02/21	EMCT0018412	A9983157		6,358.50	
09/02/21	EMCT0018413	B1537344		10,531.84	
09/02/21	EMCT0018414	B4306724		3,058.60	
09/02/21	EMCT0018415	B5202417	40493/TM&R	4,285.38	
09/02/21	EMCT0018416	B6191611	40493/TM&R	9,910.64	
09/02/21	EMCT0018417	B7386403	38720	450.00	
09/03/21	EMWK3193535	3509699	40493	7,618.80	
09/03/21	EMWK3193536	3509724	38720	1,360.60	
09/07/21	EMWK3194161	3513753	38720	182.73	
09/07/21	EMWK3194162	3513760	38720	186.37	
09/07/21	EMWK3194163	3514875	38720	350.90	

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Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	190,315.35
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

141,237.11	16,810.88	7,776.41	23,286.46	1,204.49
CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS

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STATEMENT

EMPIRE CAT

FOR INQUIRIES REGARDING THIS STATEMENT, CALL THE EMPIRE SOUTHWEST ACCOUNTS RECEIVABLE DEPARTMENT AT (800) 367-4731 EXT. 24565.

EMPIRE MACHINERY ▪ EMPIRE RENTAL ▪ EMPIRE POWER SYSTEMS ▪ EMPIRE HYDRAULIC SERVICE ▪ EMPIRE TRANSPORT ▪ EMPIRE PRECISION MACHINING

CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	4
CUSTOMER NUMBER	STATEMENT DATE	PAGE

TERMS: Payment is due in accordance with the terms shown on each invoice.

INVOICE DATE	INVOICE / DOCUMENT TYPE NUMBER	REFERENCE	P.O. NUMBER	CHARGES	CREDITS
09/07/21	EMWK3194164	3515144	38720	526.35	
09/08/21	EMWK3194841	3509727	38720	2,191.21	
09/08/21	EMWK3194842	3509730	38720	425.58	
09/08/21	EMWK3194843	3509737	38720	272.11	
09/08/21	EMWK3194844	3509742	38720	1,353.45	
09/08/21	EMWK3194845	3509747	38720	1,428.62	
09/08/21	EMWK3194846	3509749	38720	2,983.39	
09/08/21	EMWK3194847	3509750	38720	2,756.89	
09/08/21	EMWK3194848	3509753	38720	272.12	
09/08/21	EMWK3194849	3509754	38720	680.30	
09/08/21	EMWK3194850	3509756	38720	476.21	
09/08/21	EMWK3194851	3509758	38720	2,108.80	
09/08/21	EMWK3194852	3515176	38720	526.35	
09/08/21	EMWK3194856	3515701	38720	1,080.04	
09/08/21	EMWK3194857	3520127	38720	2,112.34	
09/08/21	EMRA0292827	B7671401	38720	9,813.98	

ARSTAT 04/08

Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	190,315.35
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS
141,237.11	16,810.88	7,776.41	23,286.46	1,204.49

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

EMPIRE CAT

SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

INVOICE #	EMWK3193535
Client PO #	40493
Client #	0097667
Invoice Date	09-03-21
AGMT/PSO/WO #	3509699

EM - TUCSON 2

SOLD TO

CITY OF TUCSON
ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ 85726-7210

INITIAL SHIP TO

ORDER BY: GEORGE FREDRICKS

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	MANY	FUEL		1.0	

QUANTITY	ITEM	*NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION

* * * INVOICE SUMMARY * * *

****
THANK YOU FOR CHOOSING THE EMPIRE SERVICE
SOLUTION, WE VALUE YOUR BUSINESS. IF YOU HAVE
QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT MEGAN
BURTON AT (520) 730-4778 OR 1-800-EMPIRE1.
****
EMPIRE IS PROUD TO BE THE LEADING DEALER PROVIDING
SECOND LIFE AND CUSTOM MACHINE REBUILDS AT 40 TO
60% THE COST OF A NEW MACHINE.
****
*

DELIVER FUEL
28X272.10=7618.80
*

TOTAL LABOR	7618.80 *
SEGMENT 02 TOTAL	7618.80 T

LABOR INVOICE TOTAL	7618.80 *

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	7618.80
CREDIT AMOUNT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 842381
LOS ANGELES, CA 90084-2381

480-633-4000 • 1-800-EMPIRE1 • WWW.EMPIRE-CAT.COM

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

EMPIRE CAT

SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

INVOICE #	EMWK3194844
Client PO #	38720
Client #	0097667
Invoice Date	09-08-21
AGMT/PSO/WO #	3509742

2

SOLD TO

CITY OF TUCSON
ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ 85726-7210

INITIAL SHIP TO

ORDER BY: GEORGE FREDRICKS

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	980K	0W7K00927	7923	12601.0	E114828

QUANTITY	ITEM	*NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION

****
THANK YOU FOR CHOOSING THE EMPIRE SERVICE SOLUTION, WE VALUE YOUR BUSINESS. IF YOU HAVE QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT MEGAN BURTON AT (520) 730-4778 OR 1-800-EMPIRE1.
****
EMPIRE IS PROUD TO BE THE LEADING DEALER PROVIDING SECOND LIFE AND CUSTOM MACHINE REBUILDS AT 40 TO 60% THE COST OF A NEW MACHINE.
****
*

CLEAN MACHINE

CLEANING FOR THE MONTH OF AUGUST 2021
---
*
8/2/2021 FLB 0.5 LUBE RATE
8/3/2021 FLB 0.5 LUBE RATE
8/5/2021 FLB 0.5 LUBE RATE
8/6/2021 FLB 0.5 LUBE RATE
8/9/2021 FLB 0.5 LUBE RATE
8/10/2021 FLB 0.5 LUBE RATE
8/12/2021 FLB 0.5 LUBE RATE
8/13/2021 FLB 0.5 LUBE RATE
8/16/2021 FLB 0.5 LUBE RATE
8/17/2021 FLB 0.5 LUBE RATE
8/18/2021 FLB 0.5 LUBE RATE
8/19/2021 FLB 0.5 LUBE RATE
8/20/2021 FLB 0.5 LUBE RATE
8/23/2021 FLB 0.5 LUBE RATE
8/24/2021 FLB 0.5 LUBE RATE
8/25/2021 FLB 0.5 LUBE RATE
8/27/2021 FLB 0.5 LUBE RATE
8/30/2021 FLB 0.5 LUBE RATE
8/31/2021 FLB 0.5 LUBE RATE

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PAY THIS AMOUNT	CONT'D
CREDIT AMOUNT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 842381
LOS ANGELES, CA 90084-2381

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

EMPIRE CAT

SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

INVOICE #	EMWK3194844
Client PO #	38720
Client #	0097667
Invoice Date	09-08-21
AGMT/PSO/WO #	3509742

SOLD TO

CITY OF TUCSON
ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ 85726-7210

INITIAL SHIP TO

ORDER BY: GEORGE FREDRICKS

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	980K	0W7K00927	7923	12601.0	E114828

QUANTITY	ITEM	*NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION
*					
	FLD LUBE - REVE		7.50 RT HOURS		1020.45
	FLD LUBE - REVE		2.00 RT HOURS		272.12
			TOTAL LABOR SEG. 90		1292.57 *
14.00			GREASE - LB		56.00
			TOTAL MISC CHGS SEG. 90		56.00 *
			SEGMENT 90 SEQNO 90 TOTAL		1348.57 T
			STATE/COUNTY TAX		3.42 T
			CITY/OTHER TAX		1.46 T

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	1353.45
CREDIT AMOUNT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 842381
LOS ANGELES, CA 90084-2381

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

City of Tucson

License Certificate

Business Name and Mailing Address:

EMPIRE SOUTHWEST LLC
PO BOX 2985
PHOENIX AZ 85062-2985

License Number: 3006282

Type: NAICS Code Not Yet Assigned

Issue Date: April 22, 2021

Expiration Date: December 31, 2021

Owner:
EMPIRE SOUTHWEST LLC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2021

Non-Transferable

3006282

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: EMPIRE SOUTHWEST LLC

Located At: 7600 S NOGALES HY, TUCSON, AZ 85756

Effective: January 01, 2021

Please refer to license number in all correspondence.

By _____
Director, Business Services

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

ADDITIONAL SERVICES INCLUDED IN THIS RFP

Parts Pricing

The City of Tucson's current parts pricing is available online at parts.cat.com.
Please visit this website using your Caterpillar CWS login to view the City of Tucson's parts prices.

Oil Sampling

There is no stated discount off list for this product offering. Depending on the quantity, order volume discounts may be available.

Maintenance Plans

Empire offers a variety of maintenance plans available on this contract. There is no stated discount off list for this product offering. Empire will offer the City of Tucson, and other participating agencies, any and all discounts that are available at the time we are requested to quote any and all maintenance plans. Maintenance plans need to be custom built as pricing can vary by the hours of usage, machine model, machine location and the types and quantity of fluids used.

Training – Operator and Service

Empire offers multiple training programs that can be tailored to the City of Tucson and other participating agency's needs.

There is no stated discount off list for this product offering. Empire will offer any and all discounts that are available at the time we are requested to quote any and all training programs.

Service Related Repairs/Rebuilds

All service related repairs and/or services, including rebuilds, are available on this contract.

There is no stated discount off list for this product offering. All service related repairs and/or rebuilds will be quoted utilizing any and all discounts that are available at that time.

Financing

Financing options are available on this contract. Depending on the type of financing, Empire will shop rates with a minimum of three (3) lenders to offer the best rates possible.

Telematics Installs – Subscription Fees/Software Updates/Technology Updates

Updating, and/or adding technology, fees for subscriptions, or updates is included in this contract. There is no stated discount off list for this product offering. Empire will provide quotes upon request and offer any and all discounts that are available at that time.

Transport

Empire transport has the ability to move the largest to smallest freight for the City of Tucson and other participating agencies. There is no stated discount off list for this product. Empire will apply any and all discounts on freight services at the time we are requested to quote.

New or Future Services

For any new or future service(s), that is not included in our response, we will provide the City of Tucson a written letter requesting approval to add any new services we provide. We will include a detailed description of the type of service(s) we offer, as well as any stated discounts (if applicable) that would be available to the City of Tucson and to other participating agencies.

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OMNIA PARTNERS TRADEMARK LICENSE ADDENDUM

This Addendum is by and between OMNIA PARTNERS, 840 Crescent Centre Dr, Suite 600, Franklin, TN 37067 ("OMNIA") and Caterpillar Inc., having its principal place of business at 510 Lake Cook Road, Suite 100, Deerfield, Illinois 60015, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Omnia and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to offer for sale equipment, products, and/or services to OMNIA and entities that access OMNIA'S cooperative purchasing contracts ("Contract").

OMNIA and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses, and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

A. GRANT OF LICENSE. During the term of the Contract:

1. OMNIA grants to Vendor a royalty-free, worldwide, non-exclusive, non-transferable right and license to use OMNIA's Licensed Trademarks in advertising and promotional materials for the purpose of marketing OMNIA's relationship with Vendor.

2. Vendor grants to OMNIA a royalty-free, non-exclusive, nontransferable right and license to use Vendor's Licensed Trademarks in the United States in advertising and promotional materials for the purpose of marketing Vendor's relationship with OMNIA.

C. OWNERSHIP; USE; QUALITY CONTROL.

1. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

2. Neither Party may alter the other Party's Licensed Trademarks from the form and use guidelines provided by the other Party, and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

3. Each Party agrees to use the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

CAT #: TM-
Caterpillar: Confidential Green

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up, or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

D. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

E. TERMINATION.

1. Contract Termination. Unless earlier terminated in accordance with this Section E, this Addendum expires immediately upon the expiration or termination of the Contract.

2. Termination for Convenience. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

3. Termination for Breach. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

4. Effect of Termination. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo (except OMNIA's pre-printed catalog of vendors which may be used until the next printing). Upon termination of this Addendum, both Parties shall cease using the other Party's mark on any new advertising or promotional materials.

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F. MISCELLANEOUS. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties. All other terms of the Contract remain in full force and effect, unless otherwise terminated.

OMNIA PARTNERS	**CATERPILLAR INC.**
By: _____	By: DocuSigned by: Patrick Kearns 68A87926721B4E0...
Printed Name: _____	Printed Name: Patrick Kearns
Title: _____	Title: North America Industry Manager
Date: _____	Date: September 10, 2021

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Negotiated Contract Exceptions

City of Tucson- RFP #212816
EXCEPTIONS REQUEST
Caterpillar Inc.
September 10, 2021
Caterpillar Response to "Intent to Negotiate Request" - dated 2/28/2022
City of Tucson Response to MS Teams meeting held on 3/25/2022
City of Tucson - all inclusive response to Caterpillar Exceptions - dated July 14, 2022
Caterpillar responses - dated July 29, 2022

B. SCOPE OF WORK

B.1.GENERAL REQUIREMENTS

5. **TRAINING:** The Contractor or **Participating Dealer** shall provide, at no additional cost, training at initial purchase for each basic unit of equipment purchased. Training shall be supplied in one or both options as listed below. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor or **Participating Dealer.** The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping.

   TRAINING OPTIONS SPECIFIC TO THE CITY OF TUCSON ONLY

   A) The City reserves the right to videotape the initial training at no additional cost to the City of Tucson, to be used by the City as a training tool for new City employees. The City will not transfer, share or post any material, other than for the City's internal use.

   B) Initial machine delivery training will be provided at no cost to the City as indicated above. Any additional training requirements will be met by the **Participating Dealer** for an additional fee.

6. **REPAIRS:** The Contractor or a **Participating Dealer** will be responsible for transport of vehicles to and from its place of business for repairs, at no additional cost to the City, until such time as the City places the vehicle in service. Transport of the vehicle will not be delayed more than one (1) working day from the date of notification, unless both the City and the Contractor or **Participating Dealer** mutually agree to change the date of transport.

7. **WARRANTIES:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses and conformance to written specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

8. **SERVICE AND MAINTENANCE:** Contractor or **Participating Dealer** will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

   For the City, the parts and service facility must be within a 125-mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714).

   If warranty service is not provided on-site, the **Participating Dealer** shall be responsible for all costs, including fuel and labor of transporting vehicle(s) between the City's facility and the **Participating Dealer** service center. The method of transportation must be mutually agreed to by the **Participating Dealer** and the City prior to transport.

   For service calls, the **Participating Dealer** must provide a response within 60 minutes.

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B.2. EQUIPMENT AND PRODUCT REQUIREMENTS

1.EQUIPMENT

A) Equipment and Product Availability: It is mutually agreed that not all equipment and products are available through this contract at all Participating Dealer locations. Participating Agencies will need to check with their Local Participating Dealer to see which equipment and products from this contract are available.

4. **PRICING:** Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that maybe incurred in fulfilling requirement(s) for the twelve (12) -month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

For the avoidance of doubt, a purchaser may request a product price page from a Local Authorized Participating Caterpillar Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by contacting Caterpillar's GCI Government Contracts group.

Special Offers/Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Public Agencies competitive pricing which is lower than the not-to exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

B.3.SERVICE REQUIREMENTS

1.SERVICES

b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufacturer's recommended guidelines to include, but not be limited to daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance Services may also include mobile maintenance.

   i. **City of Tucson Landfill Equipment under Warranty or Extended Warranty and/or Maintenance Services:** If in the event, a piece of landfill equipment goes down and the City has purchased the maintenance services from a Local Authorized Participating Caterpillar Dealer and if the failure is one that is covered under a purchased manufacturer warranty or extended warranty, and is projected to be down for more than forty-eight (48) hours by the Local Authorized Participating Caterpillar Dealer, then a loaner of comparable type will be provided at no charge to the City.

   ii. **City of Tucson Loaner Landfill Equipment:** In the event, a piece of landfill equipment goes down and a piece of "loaner" equipment is available, then the City of Tucson will be responsible for the freight cost, cleaning (including the labor cost), any damage (if applicable) and fuel. If, at the time of the event, a comparable type is not available, the City of Tucson and the Local Authorized Participating Caterpillar Dealer will work together to determine the City's loaner equipment requirements, to ensure that the effect on day-day landfill operations is minimized.

NOTE: The loaner provisions apply solely to the City of Tucson unless otherwise offered/promoted/negotiated, in writing, to OMNIA Member agencies by the Local Authorized Participating

Caterpillar: Confidential Green

Caterpillar Dealer.

C. INSTRUCTIONS TO OFFERORS

C.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Participating Dealer: Local Authorized Participating Caterpillar Dealer (LAPCD), as per Caterpillar Subcontract Agreement, attached as Subcontract Agreement for Government and Other Cooperative Purchasing Contracts between (dealer) and Caterpillar Inc.

C.10. EXCEPTIONS TO CONTRACT PROVISIONS

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or designee, the contract provisions contained in the City's Request for Proposal shall prevail.

C.11. PUBLIC RECORD

All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification to the extent required by law as defined in the Standard Terms and Conditions and as applicable to the law of the State of Arizona.

C.12. CONFIDENTIAL INFORMATION

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

C.22. CITY OF TUCSON BUSINESS LICENSE

It is the responsibility of the Contractor or applicable Participating Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email tax-license@tucsonaz.gov.

F. SPECIAL TERMS AND CONDITIONS

F.6. PRICE ADJUSTMENT

The City will review fully documented requests for pricing model adjustment after any Contract has been in effect for twelve (12) months, as per Section B.2.4. of this Contract.

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a) Following the initial term of the contract, the Contractor may request to implement new pricing model bi-annually, every six (6) months, during the calendar year.
b) The Contractor and the City will mutually agree to a proposed pricing model. The Contractor will provide the City a minimum of thirty (30) days advance notice, from the proposed effective date.
c) Any pricing model adjustments may be considered as s factor in the contract renewal/extension process.
d) However, the Contractor must maintain the minimum discount offered for all items, throughout the term of the contract unless mutually agreed by the parties or the change is not detrimental to the City.
e) Discount structure may only be unilaterally adjusted by Contractor in the event the Contractor is making an adjustment favorable to the City.
f) The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the date of the Contract extension.

F.7. MODIFICATION OF TERMS

A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the applicable Participating Dealer as a condition of their intended purchase transaction. If the Participating Dealer chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract.

H. STANDARD TERMS AND CONDITIONS

H.15. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

H.30. PAYMENT

The City's preferred method of payment is via credit card. However, certain Participating Dealers.do not accept credit cards. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary, or in case Participating Dealers do not accept credit card payment.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

H.34. RIGHT TO AUDIT

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and

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invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract.

H.42 TERMINATION OF CONTRACT

This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty (30) days of receipt of notice of such failure. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

- In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;
- In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;
- The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
- In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;
- The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.
- Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

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G. INSURANCE REQUIREMENTS

G.1.The Contractor agrees to: Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least **thirty (30) calendar** days prior to termination, cancellation, or reduction in coverage in any policy. Contractor and the Applicable Dealer, agree to make a best effort to comply with the thirty (30) day notice. Such notice shall be sent directly to the Procurement Division.

G.8.Notice of Coverage Modifications: Any changes material to compliance with this contract in the insurance policies above shall require **thirty (30) days** written notice from the Applicable Dealer to the City of Tucson. Contractor and the Applicable Dealer, agree to make a best effort to comply with the thirty (30) day notice. Such notice shall be sent directly to the Procurement Division.

G.11. Participating Dealer: Contractor shall furnish to the City of Tucson separate certificates and endorsements for the Local Authorized Participating Caterpillar Dealer, (Empire Southwest, LLC). All coverages for the Local Authorized Participating Caterpillar Dealer shall be subject to the minimum requirements identified above.

H.20 INDEMNIFICATION

THE CITY OF TUCSON, CONTRACTOR AND PARTICIPATING DEALER EACH HEREBY WAIVE, REGARDLESS OF CAUSE, ANY CLAIM WHATSOEVER AGAINST THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMANGES (INCLUDING, WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR BUSINESS INTERRUPTION) ARISING OUT OF A BREACH OF THIS AGREEMENT BY ANOTHER PARTY OR THE RENTAL EQUIPMENT, ON ANY THEORY OF LIABILITY EVEN IF CATERPILLAR, CUSTOMER OR PARTICIPATING DEALER IS ADVISED OF THE POSSIBILTY OF SUCH DAMAGES.

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Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Request for Clarification

CATERPILLAR®

Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629

December 1, 2021

To: Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer
City of Tucson Business Services Department

Subject: Response to Request for Clarification
Request for Proposal no. 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services

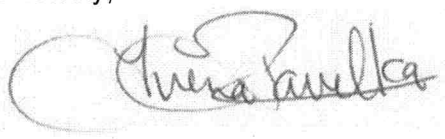
Dear Ms. Thompson,

Thank you for your request for clarification regarding our proposal for RFP 212816. We have engaged with the local dealer, Empire Machinery, to answer your questions as they were very specific to the Los Reales Landfill. Please find the response in the additional attachment.

As a reminder, Empire is the local dealer for the City of Tucson. The responses they have submitted may not apply to other agencies found in other local dealer territories. The answers would be specific to the needs of the local agencies and the capabilities of the local Cat Dealers.

We look forward to hearing from you as you bring your evaluations to a close.

Sincerely,



Tirena Pavelka
Caterpillar Inc.
Government Sales Account Manager
100 NE Adams St
Peoria, IL 61629
Pavelka_tirena_l@cat.com
309-675-1589

Caterpillar: Confidential Green

December 1, 2021

To: Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer
City of Tucson Business Services Department

Subject: Empire Southwest, LLC – Response to Request for Clarification
Request for Proposal no. 212816 Heavy Equipment, Parts, Accessories Supplies and Related Services

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Question #1: What is the rental availability for a Waste Handler Compactor and Dozer, the same size and type of model currently used at the Los Reales Landfill, within 24 – 48 hours, upon request?

EMPIRE RESPONSE

With the current availability issues that all manufacturers are facing today, Empire is not able to state with 100% confidence that we can provide a rental solution, within 24 – 48 hours, for a Waste Handler Compactor, or a Waste Handler Dozer.

Typically, Empire does not stock Landfill Compactors or Waste Handler Dozers in our standard rental fleet, but that doesn't mean we don't rent Landfill Compactors or Waste Hander Dozers to our clients.

We currently own one (1) 836 size Compactor (same size as used at Los Reales Landfill) that is available to rent, but as of today it is on rent to another client. We have no Waste Handler Dozers available in stock at this time, but are actively looking for another Waste Handler Dozer to add to our inventory.

Over the last four (4) years, Empire has owned five (5) Landfill Compactors and five (5) Waste Handler Dozers that either were, or could be available, for rent to provide relief to landfills when they were in need of a rental machine.

In the event Empire does not have a waste handling machine available in stock for the City of Tucson, Empire will use every resource possible to locate a machine including, but not limited to:

- Empire will leverage every relationship we have, with other local Governmental landfill clients, and attempt to re-rent a machine from them to help provide a rental machine to the City of Tucson. We have been successful with this approach, numerous times with other Governmental agencies.
- Empire will leverage every relationship we have with other CAT Dealers, as well as other suppliers, to search for a machine to re-rent to the City of Tucson.

Empire supports the majority of landfills in Arizona and has historically been relied upon to provide the best solutions to our Governmental clients when a waste handling machine is down for repairs, or when a rental machine is needed.

Question #2: What is the transport fee per mile, including fuel charges, to transport a Waste Handler Compactor and Dozer, to the Los Reales Landfill?

EMPIRE RESPONSE

The cost per hour calculation is based on the machine being located at Empire's facility in Eloy, Arizona.

- 836 Landfill Compactor cost per hour, including fuel, is $25.00 per mile
- D9 Waste Handler Dozer cost per mile, including fuel, is $20.00 per mile

Question #3: What are the loading and unloading fees for a Waste Handler Compactor and Dozer the same size and type of model currently used at the Los Reales Landfill?

EMPIRE RESPONSE

Empire rental rates include these charges.

Question #4: Provide a Sample Quote which includes responses to questions 1, 2 and 3 for evaluation.

EMPIRE RESPONSE

The sample quote that is provided is for a machine that Empire owns. If Empire does not have a waste handling machine in stock, and locates a machine as described in the two (2) bullet points in question 1, these rental(s) will be quoted with the best rates Empire can negotiate, and could be higher or lower than a machine Empire owns.

What is not included in Empire's sample quote is, any damage, machine fuel cost, or cleaning (labor cost) of the machine before the machine is called off rent. These will only be charged if applicable and quoted after the machine is called off, or returned.

Client	CITY OF TUCSON
Contact	
Phone #	
Location	LOS REALES LANDFILL TUCSON AZ

Rental Equipment Quote

http://www.empire-cat.com/rentalterms

12/1/2021

*All quotes are based on availability. This quote is valid for 30 days from the date on this quote.

Rental Sur-Charge		**Sales Tax %**	Tucson	8.70%

Machine #1	CAT 836K LANDFILL COMPACTOR			
Notes:				
Notes:				
REP Charge %		**Daily**	**Week**	**4/Week**
GET/Notes:	**Rates**		**$13,000.00**	**$30,000.00**
	REP Charge			
	Hwy. Plt. 3% Fee			
	Rental Surcharge			
	Sub Total		$13,000.00	$30,000.00
	Sales Tax		$1,131.00	$2,610.00
	Total Cost		**$14,131.00**	**$32,610.00**

Freight:	Delivery	Pickup	Sales Tax	Total Freight
Rates:	**$1,625.00**	**$1,625.00**	$282.75	**$3,532.75**
Notes/Fees:				
Notes/Fees:				

Machine #2	CAT D9T WASTE HANDLER			
Notes:				
Notes:				
REP Charge %		**Daily**	**Week**	**4/Week**
GET/Notes:	**Rates**		**$15,000.00**	**$33,000.00**
	REP Charge			
	Hwy. Plt. 3% Fee			
	Rental Surcharge			
	Sub Total		$15,000.00	$33,000.00
	Sales Tax		$1,305.00	$2,871.00
	Total Cost		**$16,305.00**	**$35,871.00**

Freight:	**Delivery**	**Pickup**	**Sales Tax**	**Total Freight**
Rates:	**$1,300.00**	**$1,300.00**	$226.20	**$2,826.20**
Notes/Fees:				
Notes/Fees:				

ALL FREIGHT CHARGES ARE SUBJECT TO CHANGE IF EQUIPMENT REQUIRES ESCORT

TERMS: Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the rental of any equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Terms") which are available at www.empire-cat.com/rentalterms or such other successor website at which Empire posts its Terms from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. The Terms are hereby incorporated by reference into this document. Placing a Rental Order with Empire or accepting rental equipment from Empire constitutes agreement to be bound by the Terms exactly as written.

Empire Rental owns & maintains a wide variety of units from Caterpillar and other Allied Equipment Manufacturers. We also have the ability to source equipment from other dealers as needed via re-rent. All units are available for sale, lease/purchase, and short or long term rental. Empire applies up to 100% of payment on Lease Purchase items, less interest, which is based off the terms of the contract. Full lube service and fuel contracts are available on all rental units. Empire has the capacity to provide complete or partial, on site, lube & fuel service for customer owned units. Empire has a full lube service department with Caterpillar trained technicians. Full service equipment mobilization is available 24 hours a day, 7 days a week from Empire Transport.

*REP (Rental Equipment Protection) will be charged at 16% of the Contract Rate if proof of Rental Equipment Insurance is not provided at rental start. Ask your Coordinator if your account has coverage.
*Overtime charges additional to quote based off of rental rate divided by allowed hours. Overtime is anything over 8 hours per day, 40 hours per week,160 hours per four weeks.
*Tire damage is billed separately from tire wear.
*Fuel & DEF - All units leave full and must be returned full. For units returned and not full, Fuel @6.50/gal & Diesel Exhaust Fluid (DEF) @ $6.50/gal will be added by Empire at a charge per added gallon to the Client.
*Rent will be charged for all equipment until a call off number is obtained by the Client. Call your Coordinator to obtain call off numbers.
*Client is responsible for all G.E.T. (Ground Engaging Tools, i.e. teeth, cutting edges), tire wear, damages, abuse, daily lube, and fuel.
*All quotes based on availability. This quote is valid for 30 days from the date on this quote.

*Largest Caterpillar Training Facility in N. America for Required Technical Training
*Field Service provided by both Rental & Field Service Departments
*Re-Rent Options with other Departments and Caterpillar Dealers
*Be the Best Attitude, Ensuring Quality Service and Timely Responses
*Low Hour, Well Equipped, Current Model Caterpillar Equipment
*State of the Art Facility to Support the Velocity of our Services

*Current EPA Compliant Equipment
*Complete and Timely PM Services
*Best in Class Parts Department
*G.E.T. Inspection and Exchange
*Operator Trainers Available
*Rental Purchase Option

Mesa Apache Junction Deer Valley Eloy Tucson Flagstaff Yuma Kingman Prescott Thatcher Show Low Imperial, CA Buckeye

Quoted By: Dusty Watson **Phone: 520-746-8270** **Email: Dustin.Watson@empire-cat.com**

CITY OF TUCSON

BUSINESS SERVICES DEPARTMENT

November 29, 2021 ***Sent via email, this day***

Patrick Kearns, North America Industry Manager
Tirena Pavelka, Government Sales Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629
Email: Pavalka_tirena_l@cat.com
Phone: (309) 675-1589

Subject: Request for Proposal No. 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services - **Request for Clarification**

Dear Mr. Kearns and Ms. Pavelka,

The City of Tucson has completed the initial phase of evaluation of submittals received in response to the subject solicitation. The evaluation committee requests a written response to the questions listed below, as referenced from RFP 212816.

Pursuant to Page 9 of 39, Scope of Work, Service Requirements, Services, Rental, the ability to rent heavy equipment through the manufacturer or dealer, and **pursuant to page 18 of 39, Method of Approach, Service,** provide detailed information explaining the service capabilities of your authorized dealers.

Question #1: What is the rental availability for a Waste Handler Compactor and Dozer, the same size and type of model currently used at the Los Reales Landfill, within 24 – 48 hours, upon request?

Question #2: What is the transport fee per mile, including fuel charges, to transport a Waste Handler Compactor and Dozer, to the Los Reales Landfill?

Question #3: What are the loading and unloading fees for a Waste Handler Compactor and Dozer the same size and type of model currently used at the Los Reales Landfill?

Question #4: Provide a Sample Quote which includes responses to questions 1, 2 and 3 for evaluation.

Offeror's written response to Questions 1, 2, 3 and 4 must be provided ***no later than 4:00 p.m. local Arizona time, Wednesday, December 1st, 2021.*** If you should have any questions regarding the items above, please contact me at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov.

Sincerely,

Cynthia Thompson

Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer

File 212816

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Offer and Acceptance

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein. Signature includes acceptance of exceptions in attached EXCEPTIONS document.

Caterpillar Inc.
Company Name

100 NE Adams St
Address

Peoria IL 61629
City State Zip

DocuSigned by:
Patrick Kearns
68A87026721B4F0...
Signature of Person Authorized to Sign

Printed Name

Patrick Kearns, NA Industry Manager
Title

For clarification of this offer, contact:

Name: Tirena Pavelka

Title: Government Account Manager

Phone: 309-675-1589

Fax:

E-mail: Pavelka_tirena_L@cat.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as **Contract No. 212816.**

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 3rd day of October 2022

Regina Nassen for
As Tucson City Attorney and not personally

Awarded:

This 3rd day of October 2022

Matthew Sage for
As Director of Business Services and not personally

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Caterpillar, Inc. – response to RFP 212816

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629

September 16, 2021

Cynthia Thompson, NIGP-CPP, CPPB
City of Tucson Department of Procurement
Contract Officer
255 W. Alameda, 6th floor
Tucson, AZ 85701

RE: Request for Proposal Number 212816, Heavy Equipment, Parts, Accessories, Supplies and Related Services

On behalf of Caterpillar Inc, the Cat Dealer Network and Empire Southwest, LLC dba Empire Machinery, we sincerely appreciate the opportunity to participate in RFP #212816 from the City of Tucson. We believe the current contract, #161534, is a very successful contract for all parties: City of Tucson, OMNIA Partners and Member Agencies, Caterpillar and CAT Dealers.

We believe Caterpillar's offer in RFP #212816, if awarded, has three major benefits to all parties.

1) Capitalizing on the momentum of Contract #161534
Contract #161534 continues to gain momentum with the Cat dealer network. We currently have solid plans in place to continue growth through the contract and look forward to continuing the same plans through RFP #212816. Our growth goals can only be reached if RFP #212816 is awarded as a single award for heavy equipment products. As a demonstration of our commitment to growing with OMNIA, we are pleased to propose an increased administrative fee versus the fee under contract #161534 (See exceptions document attached). Additionally, Caterpillar recognizes that the City of Tucson and other participating agencies will have needs outside of the range of products offered by Caterpillar and its dealer network. Therefore, a non-competitive "multi-award" is acceptable to grow the volumes of this contract.

2) Caterpillar's product offering far exceeds any other manufacturer
Our best professional estimate is that Caterpillar offers 142 more individual machine models to the governmental market than our next closest competitor. The depth and breadth of these additional units represents three times more machines to service The City of Tucson's and member agency's needs. The result is more revenue through the contract.

3) Cat Dealers have a larger infrastructure footprint
Cat Dealers have an infrastructure -- in stores and people -- greater than all our competitors combined. Cat Dealer Sales Managers and Salespersons are discovering two major benefits of the City of Tucson/OMNIA Partners contract: 1) A nationally recognized municipality as the Lead Agency and 2) The value of a single award.

When these features are presented, procurement staff and operating departments have much higher confidence and trust in the cooperative contract bid process. U.S. Cat dealers continue to increase their presentations and visibility of the contract and thus secure adoption by new and/or existing OMNIA Partner members. Empire continues to experience an increased level of engagement with counterparts at other dealerships who request guidance and best practice suggestions.

Caterpillar: Confidential Green

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

Our response includes two sources. The first is from Caterpillar Inc., prepared by the Corporate Governmental Account Team, based in Peoria, Illinois. Caterpillar's responses pertain to the scope of Caterpillar's responsibility, while remaining cognizant that each dealership and respective territory have their own business rules and local regulations. Caterpillar is not at liberty to make commitments in this response on behalf of all Cat dealers. Caterpillar's commitment is the pricing discount from their published list price on machines they manufacture. These will be available to every Caterpillar dealer in the United States when a local agency requests to purchase from this contract. The local Cat dealer must still agree to any additional terms and conditions the member agency may still require.

The second source for our response is Empire Machinery's input. Empire approached its submission as if preparing the proposal solely for the City of Tucson. Empire's business relationship with the City of Tucson is highly valued and is our primary focus. The Empire Machinery section should only be considered as a commitment of what Empire will provide the City of Tucson and other agencies in its authorized territory. If this submission provides value, it may be used in the OMNIA marketing effort to potential agencies in understanding what a Caterpillar dealership is capable of, but in no way is meant to imply or represent that any other dealers can or will provide the exact scope or elements that Empire offers the City of Tucson.

Empire also represents several products that Caterpillar does not manufacture, but were requested in the RFP. We refer to non-Caterpillar products at Empire as "Allied" products. Allied products enhance or complete the machines for applications our customers need. Additional information is included in the Empire section entitled "Allied Products".

In addition to our response, there are three attachments which will include: City of Tucson RFP #212816 Amendment acknowledgments, a compilation of documents that were requested in the RFP, and our exceptions request.

Thank you for the opportunity to participate in this solicitation for the City of Tucson and OMNIA Partners.

Sincerely,



Tirena Pavelka
Caterpillar Inc.
Government Sales Account Manager
100 NE Adams St.
Peoria, IL 61629
Pavelka_tirena_l@cat.com
309-675-1589

Caterpillar: Confidential Green

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

CITY OF TUCSON

REQUEST FOR PROPOSAL

PROPOSAL NUMBER:	**212816**
PROPOSAL SUBMISSION DEADLINE:	**SEPTEMBER 14, 2021, 2:00 P.M. LOCAL AZ TIME**
PROPOSAL SUBMITTAL LOCATION:	****ELECTRONIC SUBMITTALS REQUIRED**** **https://www.tucsonaz.gov/bso/**
MATERIAL OR SERVICE:	**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**
PRE-PREPOSAL DATE:	**TUESDAY, AUGUST 17, 2021**
TIME:	**12:30 P.M. – 1:30 P.M. LOCAL AZ TIME**
	LOCATION: Click Here to Join Meeting **Or call in (audio only)** +1 213-293-2303,,312216198# United States, Los Angeles Phone Conference ID: 312 216 198#
CONTRACT OFFICER:	**Cynthia Thompson, NIGP-CPP, CPPB**
TELEPHONE NUMBER:	**(520) 837-4134**
	Cynthia.Thompson@tucsonaz.gov

A copy of the solicitation and any possible amendments may be downloaded from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, or to update an existing vendor record, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration to access the City's vendor registration system. You may also call the Shared Services Procurement Division of the Business Services Department at (520) 791-4217 if you have questions.

Competitive sealed bids for the specified material or service shall be received electronically by the Business Services Department at: https://www.tucsonaz.gov/bso/ until the date and time cited. **In order to allow for any issues that may be encountered, (i.e. slow internet, internet outage, uploading large documents, differing system requirements, etc.), Offerors should ensure sufficient time to upload proposal documents.** **Responses not in "Submitted" Status by the Due Date and Time stated in the solicitation WILL be rejected.**

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

It is the sole responsibility of the Bidder to submit their Bid before the scheduled time, as reflected in the City's online bidding system. No Bid shall be accepted after the scheduled opening time.

Questions must be addressed to the Contract Officer listed above.

PUBLISH DATE: August 10, 2021

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

REQUEST FOR PROPOSAL
Heavy Equipment, Parts, Accessories, Supplies and Related Services

A. INTRODUCTION

B. SCOPE OF WORK

C. INSTRUCTIONS TO OFFERORS

D. PROPOSAL EVALUATION CRITERIA

E. VENDOR RESPONSE

F. SPECIAL TERMS AND CONDITIONS

G. INSURANCE REQUIREMENTS

H. STANDARD TERMS AND CONDITIONS

ATTACHMENTS:

A – Exhibit B - OMNIA Partners Exhibits

Attachment A, Exhibit A - Response for National Cooperative Contract
Attachment A, Exhibit B - Administration Agreement (Example)
Attachment A, Exhibit F - Federal Funds Certifications
Attachment A, Exhibit G - New Jersey Business Compliance

B – City of Tucson - Certification of Living Wage Payments Form

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A. INTRODUCTION

A.1. Summary

The City of Tucson (herein referred to as the City) is requesting proposals from qualified and experienced firms to provide **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**. The City requires a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental to various locations in the Tucson metropolitan area and Participating Public Agencies, as well as representative(s) to provide product and service consultations, demonstrations, and training.

Heavy equipment will include, but not be limited to, the following equipment categories: Landfill, Construction, and Material Handling. The City has approximately 150 pieces of heavy equipment that falls under the heavy equipment category. The Contractor will have a sophisticated infrastructure including strategically located nationwide distribution centers and employ professional sales representatives to provide effective, timely service to the City of Tucson and to Participating Public Agencies.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP).

A.2. Background

NATIONAL CONTRACT REQUIREMENTS

The City of Tucson as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment A, or as otherwise agreed to. Attachment A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's

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products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment A).

The City anticipates spending approximately $8.5 million over the full potential Master Agreement term for Heavy Equipment, Parts, Accessories, Supplies and Related Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of heavy equipment, parts, accessories, supplies and related services purchased under the Master Agreement through OMNIA Partners is approximately $25,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

A.3. Contact Information

Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer
Email: Cynthia.Thompson@tucsonaz.gov
Phone: (520) 837-4134

Department:
Business Services

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B. SCOPE OF WORK

B.1. GENERAL REQUIREMENTS

1.QUALIFIED FIRMS: Offerors should meet the minimum qualifications:

a. Have a strong national presence in the heavy equipment industry.

b. Have a distribution model capable of delivering heavy equipment nationwide.

c. Have a demonstrated sales presence.

d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and Participating Public Agencies.

2.PRODUCTION REPORTS: The Contractor or associated dealer must have the ability to furnish the agency or Participating Public Agency ordering equipment with MONTHLY progress reports confirming status of delivery dates as agreed upon. These reports shall include, but not be limited to, the following:

a. Copy of Contractor's order to the factory.

b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.

c. Factory generated computer status reports.

d. Notification to the City or Participating Public Agency of any changes in production or shipping dates.

e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Operations/Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

3.DELIVERY and DELIVERY DOCUMENTATION: The City and each Participating Public Agencies will establish their own delivery schedule based upon its own requirements and the Contractor's specified time to deliver after receipt of an order. The following documents are due upon delivery of the completed vehicles to the City:

a. Invoice

b. Warranty document

c. Level 1 Inspection

d. Required manuals

e. Title and Registration per State requirements

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the General Services Department/Fleet Services

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Division a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

4. VEHICLE INSPECTION: The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the General Services Department/Fleet Services Division staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

5. TRAINING: The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The City reserves the right to videotape part or all of the training provided at no additional cost to the agency.

6. REPAIRS: The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in service. Transport of the vehicle will not be delayed more than one working day from date of notification.

7. WARRANTIES: Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor’s liability as stated herein.

Total Maintenance and Repair (TMR’s) must be agreed upon and presented to the City prior to the purchase of equipment and/or rebuilds.

8. VENDOR SERVICE AND MAINTENANCE: Contractor will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within a 125-mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714). If warranty service is not provided within the Tucson metro area, the Contractor shall be responsible for all costs, including fuel and labor, of transporting vehicle(s) between the City’s Price Service Center and the Contractor’s service center. The method of transportation must be mutually agreed to by the Contractor and the City prior to transport.

For service calls, the Contractor must provide a response within 60 minutes.

Additional Requirement for City of Tucson Landfill: A service technician must be on-site each morning, Monday-Friday (except holidays) to service and maintain the City of Tucson landfill equipment located at 5300 E. Los Reales Road, Tucson, AZ.

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9. VEHICLE RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

B.2. EQUIPMENT AND PRODUCT REQUIREMENTS

1. **EQUIPMENT:** A complete and comprehensive line of new and used Heavy Equipment to support various needs of agencies is requested.

   The categories include, but are not limited to, the following:

Landfill Equipment:
Landfill Dozers
Landfill Compactors
Landfill Scraper
Material Handling
Fork Lift
Crane / Wheeled
Crane / Track
Construction Equipment:
Air Compressor
Articulated Dump Truck
Asphalt Cold Planer
Asphalt Rotary Mixer
Bucket Truck
Cement Mixer
Chip Spreader
Crack Sealer
Dozers / Tracked
Dozers / Wheeled
Dump Trucks
Excavators / Tracked
Excavators / Wheeled
Ice Resurfacer
Loaders / Backhoe / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Patcher Truck
Paver / Tracked
Paver / Wheeled
Rollers / Drum / Vibrate
Rollers / wheeled / Pneumatic
Rollers / Drum / Wheeled
Scrapers
Skid Steer Loaders
Soil Compactors
Sweeper / Scrubber
Sweeper / Street
Sweeper / walkway
Telehandlers
Trailer / Tilt
Trailer / Flatbed
Trailer / Drop Neck
Trailer / Utility
Trencher
Water Truck
Water Wagon

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2. BALANCE OF LINE/OTHER CATEGORIES: Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for heavy equipment, parts, accessories, supplies and related services. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be entered in the offeror's response. The City reserves the right to accept or reject any or all balance of line items offered. A successful offeror will not be awarded complete product offering/balance of line items that are awarded as an item to another vendor as part of this solicitation.

3. CURRENT EQUIPMENT AND PRODUCTS: All equipment and products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

4. PRICING: Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

Special Offers/Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

B.3. SERVICE REQUIREMENTS

1. SERVICES: The City is seeking the inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:

a. Repair Services: The ability to provide repair services through authorized manufacturer's facilities or dealers. Repair services may include, but not be limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.

b. Maintenance Services: The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires loaner or rental equipment if the machine is down for more than 24 hours. If the equipment is down due to no fault of the City, the loaner shall be provided at no additional cost.

c. Warranties: The ability to provide a full range of extended warranties.

d. Lease/Financing Options: The ability to provide financing options. Identify direct or third party financing or both.

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e. Trade-In or Buyback Options: The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.

f. Rental: The ability to rent heavy equipment through the manufacturer or dealer.

g. Incorporation of New Business Enterprises: The ability to incorporate certain business enterprises (as requested by the City or Participating Public Agencies) into your distribution, and sales channels.

h. Green/Sustainability Program:

1. Policies: Efforts and policies pertaining to green and sustainability.
2. Products: Impact on product offerings.
3. Distribution: Impact in distribution.
4. Certifications: The industry recognized certifications and standards obtained.

i. Training & Education: The ability to provide on-site and/or online training and educational programs/seminars as well as providing technical product knowledge and support.

j. Customer Support Services: The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

k. Other Services/Programs: Other value-add services not included in above categories.

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C. INSTRUCTIONS TO OFFERORS

C.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

C.2. PRE-PROPOSAL CONFERENCE

If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

C.3. INQUIRIES

Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due

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date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

C.4. AMENDMENT OF REQUEST FOR PROPOSAL

The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

C.5. FAMILIARIZATION OF SCOPE OF WORK

Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

C.6. PREPARATION OF PROPOSAL

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.

F. Periods of time, stated as a number of days, shall be in calendar days.

G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.

H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.

I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

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C.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

C.8. TAXES

The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

C.9. PROPOSAL/SUBMITTAL FORMAT

A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to held as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document, and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

C.10. EXCEPTIONS TO CONTRACT PROVISIONS

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

C.11. PUBLIC RECORD

All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

C.12. CONFIDENTIAL INFORMATION

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

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C.13. CERTIFICATION

By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.

B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.

C. The Offeror 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, meal or service to a public servant in connection with the submitted offer.

D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

C.14. WHERE TO SUBMIT PROPOSALS

Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

NOTE: RESPONSES MUST BE IN "SUBMITTED" STATUS (SEE THE INSTRUCTION MANUAL THAT IS ACCESSIBLE ON THE LINK ABOVE FOR FURTHER DETAILS) IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS AT THE DUE DATE AND TIME WILL NOT BE CONSIDERED.

C.15. LATE PROPOSALS

Late proposals will be rejected. It is strongly advised that offerors create their responses in the City's online bidding system well in advance of the Due Date and Time in order to allow for unforeseen circumstances such as slow internet speed, internet outage, etc. Proposals that are not in "Submitted" status at the Due Date and Time will NOT be considered.

C.16. OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

C.17. WITHDRAWAL OF PROPOSAL

At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

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C.18. DISCUSSIONS

The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

C.19. TAX OFFSET POLICY

If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

C.20. CONTRACT NEGOTIATIONS

Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

C.21. VENDOR APPLICATION

Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

C.22. CITY OF TUCSON BUSINESS LICENSE

It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

C.23. UPON NOTICE OF INTENT TO AWARD

The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

C.24. AWARD OF CONTRACT

Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

A. waive any immaterial defect or informality; or

B. reject any or all proposals, or portions thereof; or

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C. reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Business Services and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

C.25. PROPOSAL RESULTS

The name(s) of the successful offeror(s) will be posted on the Business Services Department’s Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

C.26. PROTESTS

A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Proposal shall be received at the Department of Business Services not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;

B. The signature of the protestant or its representative;

C. Identification of the Request for Proposal or Contract number;

D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and

E. The form of relief requested.

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D. PROPOSAL EVALUATION REQUIREMENTS

D.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Qualifications & Experience

C. Price Proposal

D.2. Interviews

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

D.3. Additional Investigations

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D.4. Prior Experience

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

D.5. Multiple Awards

To provide adequate contract coverage, at the City’s sole discretion, multiple awards may be made.

D.6. Shortlist

The City reserves the right to shortlist the offerors on any of the stated criteria. However, the City may determine that shortlisting is not necessary.

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E. VENDOR RESPONSE

E.1 REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. Provide a response to the national program.

a. Include a detailed response to **Attachment A, Exhibit A - Response for National Cooperative Contract**. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Dealer Response
Empire Machinery will be providing a response to RFP #212816 on behalf of Caterpillar's Dealer network, in an effort to support the terms included herein, on a national scale. Empire will provide supplemental responses to applicable questions specific to the manner in which Empire will be specifically supporting the contract for the City of Tucson. From a national standpoint, Empire's supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in territories other than those serviced by Empire Machinery.

b. The successful Offeror will be required to sign **Attachment A, Exhibit B, OMNIA Partners Administration Agreement, (Example) prior to Contract award**. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

c. Include completed **Attachment A, Exhibit F. Federal Funds Certificate and Exhibit G. New Jersey Business Compliance.**

2. Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response (only)

Caterpillar products are sold and supported by our authorized dealer network. These dealers are established, independent businesses that understand the needs of their local customers and communities. These dealers typically have most parts on-hand and the national average for 24-hour availability is 95%. In addition, Caterpillar maintains 10 parts distribution warehouses throughout the country to ensure that almost all parts can reach a customer within 24-48 hours.

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Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability. Subsection d below expands on some of these capabilities.

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response (only)

Caterpillar and Cat dealers are the two entities involved in providing product/services to public agencies. Transportation between facilities may be contracted out and specific details of the transportation plan can be provided upon request

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response (only)

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our principal manufacturing facilities include those used by the following segments in the following locations:

Segment	U.S. Facilities	Facilities Outside the U.S.
Construction Industries	**Arkansas:** North Little Rock **Georgia:** Athens, LaGrange **Illinois:** Aurora, Decatur, East Peoria **Kansas:** Wamego **Minnesota:** Brooklyn Park **North Carolina:** Clayton, Sanford **Texas:** Victoria, Waco	**Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang, Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallar **Indonesia:** Jakarta **Italy:** Minerbio **Japan:** Akashi **Mexico:** Torreon **Netherlands:** Den Bosch **Poland:** Janow, Sosnowiec **Thailand:** Rayong **United Kingdom:** Desford, Stockton

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Resource Industries	**Illinois:** Aurora, Decatur, East Peoria, Joliet **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Denison **Wisconsin:** South Milwaukee	**China:** Langfang, Wuxi **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuna, Monterrey, Reynosa **Northern Ireland:** Belfast **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
Energy & Transportation	**Alabama:** Albertville, Montgomery **California:** San Diego **Colorado:** Denver **Georgia:** Griffin, Alpharetta **Illinois:** Island Lake, LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Oklahoma:** Broken Arrow, Sulphur **North Carolina:** Winston-Salem **Kentucky:** Decoursey, Mayfield **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby, Redbank **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China**: Tianjin, Wuxi **Czech Republic:** Zatec, Zebrak **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $11.4B on December 31, 2020.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. In the United States there are 45 dealers, two in Canada (see dealer map below) and 114 located outside North America.

Caterpillar and Cat Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Cat dealers also will provide parts and service support. All Participating Dealers are financially healthy with no outstanding issues that would disrupt service within these territories. Cat dealers average more than 60 years of experience within their respective territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 59,000 total employees. Many dealers have salespersons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

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Image: North America Dealer Network

3. Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation include but are not limited to:

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Articulated Trucks
Asphalt Pavers
Backhoe Loaders
Cold Planers
Compactors (including landfill)
Compact Track Loaders
Multi-Terrain Loaders
Dozers (including landfill)
Excavators
Forestry Equipment
Generators
Motor Graders
Off-Highway Trucks
Road Reclaimers
Site Prep Tractors
Skid Steer Loaders
Telehandlers
Track Loaders
Wheel Dozers
Wheel Excavators
Wheel Loaders
Wheel Tractor Scrapers (including landfill)

Dealer Response

Empire Machinery represents the full line of Caterpillar equipment, as described in Caterpillar's response. Caterpillar dealers also carry non-Cat manufactured, complementary products, that are available in this bid for purchase. These products are referred to as "Allied" products. See next section for current list of Allied products.

2. Identification and description of subcategories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower, and productivity. A complete current listing with specifications and details is maintained at:
http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications. Specific information can be found on our website at:
http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment
As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain our infrastructure. We have the largest breadth of products support these applications and spend the most in research and development each year to ensure that what we sell is the best performing, most reliable, longest lived and overall best value. For more detailed information please visit:
http://www.cat.com/en_US/products/new/by-industry/construction.html

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Technology & Solutions

Information and data are quickly becoming the new normal in heavy machine operation and maintenance. Caterpillar leads the way with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need. For more information, please visit:
http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance and core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors to pavers, to cold planers to road reclaimers. For specs and detailed product descriptions, please visit:
http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools

In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host machine. This will provide an even great selection of solutions. Caterpillar currently holds the market leader position in both sales and models offered with more than 1800 different work tool options currently available. For more information, please visit:
http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied

There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale.

Additionally, Cat dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold to the City of Tucson as allied machines. Most of the products listed in this RFP can be provided either through Cat dealers as a branded Caterpillar product, or as allied equipment.

Dealer Response

All Caterpillar Dealers, including Empire Machinery, represent the full line of products that Caterpillar describes in their response.

As the table below illustrates, Caterpillar offers the largest number of individual models in the construction and governmental industry. With 241 different models, Caterpillar offers 142 more machine options than their closest competitor. No matter what the need is, big or small, Caterpillar offers more machine options/configurations to help our customers optimize each machine to a customer's specific application, in order to help achieve maximum utilization.

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Number of unique machines by Manufacturer (Excludes Mining Products)	**Caterpillar**	**John Deere**	**Komatsu**	**Volvo**	**Case**	**Bobcat**
Wheel Loaders	21	16	7	16	11	2
Motor Graders	15	8	2	0	2	0
Dozers	13	10	8	0	6	0
Excavators (not including mining)	43	22	18	21	21	11
Articulated Trucks	6	4	2	6	0	0
Backhoe Loaders	10	7	0	0	5	0
Skid Steer/Compact Track Loader/MultiTerrain Loader	30	12	0	18	26	42
Skip Loaders (Industrial Class)	1	2	0	0	1	0
Landfill Compactors	3	0	0	1	0	0
Landfill Dozers	6	1	3	0	2	0
Scrap/Demo Material Handlers	7	0	4	0	0	0
Off Highway Trucks – Governmental Class	4	0	4	0	0	0
Asphalt Rollers – Governmental Class	8	0	0	11	19	0
Asphalt Pavers	8	0	0	8	0	0
Dirt Rollers and Compactors	33	0	0	4	6	0
Cold Planers	8	0	0	0	0	0
Reclaimers/Soil Stabilizers	2	0	0	0	0	0
Telehandlers/Forward Reach Fork Lifts	7	0	0	0	0	0
Wheel Dozers – Governmental Class	3	0	0	0	0	0
Wheeled Excavators	8	1	0	6	0	0
Wheel Tractor Scrapers	5	0	0	0	0	0
Breadth of Caterpillar machines covering Governmental Market	241	83	48	91	99	55

For the City of Tucson and the extended Empire Machinery dealer territory, Empire Machinery offers a line of equipment and work tools that Caterpillar does not market nor manufacture. These products are commonly referred to in the industry as “Allied Products”.

Empire Machinery, as well as the other Cat Dealers across North America, carry a wide variety of Allied products to complement the Caterpillar line as well as fill the gaps of the equipment needs of our customers in all industries.

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this additional offering provides a relative model for similar products and or services that can be offered by from other Cat Dealers across the country.

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Allied Products

The Allied products that are included, but not limited to, in this RFP are:

Construction and Mining
Brand
American Compaction
Arrow Material Handling
Broce Brooms
Crafco
Diamond Mowers
Dymax
Enerpac
Epiroc
Genie
HKX
JLG
Mega
Metso
Multiquip
Paladin / JRB
Jet-Vac
Road Widener
Rockland
Summit
TY Cushion
Tink
Weiler
Werk-Brau
Woods
On-Highway
Brand
Fleming
Load King
Mac
Maintainer
Murray Trailers
Rackley
Thunder Creek
Trail King
UTB

Agriculture
Brand
Challenger
Claas
Gearmore
Grouser
Fendt
Lexion
Massey Ferguson
Massey Ferguson
Massey Ferguson
Mil-Stak Inc
Nikkel Iron Works
Reynolds
Rogator
Rome Plow
Schmeiser
Stinger Inc.
Sunflower
T.G. Schmeiser
Terragator
Valmar
Wilcox
Willmar
Woods
Power Systems
Brand
ABB
Active Power
Allmand
Asco
Atlas Copco
Avtron
Crestchic
Multiquip
Progressive Solar
Stamford Newage
Sullair
Toshiba

Technology
Brand
Caterpillar
Cerragon
CrewSight
DJI Enterprises
GCEstimator Suite
Level Best
Modelogix
ProjectSight
Prolog
Quantum
RADWIN
Rajant
RealWorks
Seco
Sensemetrics
SitePro
Spectra Precision
Trimble
VICO Office
Winest
Empire Technology Companies
Names
Allen Instruments
BuildingPoint West
SITECH
TOPS
Renewable Energy
Brand
ABB
BTC Power
Fronius
Satcon
SMA America
Sun Power

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3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response (only)

Caterpillar offers a full line of work tools and attachments for the products it produces. We also have the most comprehensive line of spare parts to support current and legacy products. Note that Caterpillar does not sell equipment or services directly to end users. All products and services will therefore be provided through our North American Dealer network.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Caterpillar dealers also offer a complete line of OEM repair parts, work tools and attachments. Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring, and more are offered by all Cat dealers. Additional services and other lines of equipment may be available depending on local dealer capabilities.

Used equipment and rental equipment is included under this contract and sale/rental prices will be quoted locally at market-competitive prices.

Dealer Response

Empire's 28 locations in Arizona, with three of those locations positioned in close proximity to the City of Tucson locations, are unmatched by any competitor.

Empire Exclusives:

- Family owned, locally managed by Arizonans who live in Arizona
- Over 2,200 dedicated, tenured and committed employees
- 241 different Caterpillar machine models (governmental) with exhaustive configuration options for each, allowing the City of Tucson to optimize the machine for the application
- Prime and standby power generators
- On-road trucks and trailers
- Over 50 Allied products that enhance production or reduce time on the job
- Over 1,500 trained service technicians
- Over 300 field service trucks
- 190+ service bays
- Broadest warranty coverage, covering more parts than any competitor in the industry
- Warranty decisions made locally by Empire, not factory representatives

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- $85.2 million in parts inventory
- 158,000 parts line items in stock
- 92.5% parts fill rate over-the-counter anywhere in the State
- 97.1% parts fill rate within 24 hours, anywhere in the State
- 98.1% parts fill rate within 48 hours, anywhere in the State
- 99.3% parts filled within four (4) business days, anywhere in the State
- 96.04% over-the-counter parts availability in Mesa
- 89.96% over-the-counter parts availability in Tucson
- Over 2,400 prime units and 3,500 attachments in our Rental fleets
- Professional, full-time, Caterpillar Certified Operator and Technical Trainers, along with dedicated facilities
- 50+ heavy haul transport trucks
- Dedicated Consignment Department to help maximize returns on equipment disposal

Empire alone has more resources than all of our competitors combined. We firmly believe Empire is the only supplier in Arizona uniquely and exclusively qualified to provide the City of Tucson with the lowest Life Cycle Cost/Lowest Cost per Operating Hour.

Empire also offers a worldwide consignment service that has an 89% success rate, with an average days-on-market of 90 days. The majority of the remaining 11% of consignments that do not fall into the “success rate” are made up of machines that the consignor put back to work or non-typical machines such as pavers, curb machines and similar niche products that require a longer marketing time. When you consider historical methods of disposing of older and/or unused machines, this is a good option to consider.

Empire will consign **any brand of equipment** that falls into the scope of machines offered in our proposal. The consignment rate to the City of Tucson will be 9% of the actual transaction price.

For the fee, Empire will be responsible for all aspects of marketing, writing the advertising, advertising worldwide on the internet and in print, where appropriate. We will promote locally in our territory and manage all leads for the agreed upon consignment period. Empire will also be responsible for invoicing and collecting the payment from the buyer. Empire will pay seller within 48 hours of payment (typically less than 24 hours).

We have six (6) dedicated international salesmen, plus 22 in-territory salesmen that actively and aggressively sell our consignment machines. Our consignment program has been a significant portion of our business for over nine years. Disposing of equipment via Empire Consignment realizes an estimated 12%-20% higher net return over a typical disposal using an auction service.

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5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit www.cat.com

Dealer Response

As previously described, Empire carries the full line of Caterpillar products. Please see the list of website links that Empire has provided for additional accessories, parts, and supplies offered:

CONSTRUCTION & MINING	
Brand	**Manufacturer's website:**
American Compaction	http://www.acewheels.com/
Arrow Material Handling	https://www.arrowmhp.com/
Broce	https://www.brocebroom.com/
Crafco	https://crafco.com/
Diamond Mowers	https://diamondmowers.com/
Dymax	https://dymax.com/
Enerpac	https://www.enerpac.com/
Epiroc	https://www.epiroc.com/
Genie	https://www.genielift.com/
HKX	http://www.hkx.com/
JLG	https://www.jlg.com/
Mega	https://www.megacorpinc.com/
Metso	https://www.metso.com/
Multiquip	https://www.multiquip.com/
Paladin / JRB	https://www.paladinattachments.com/
Jet-Vac	http://ring-o-matic.com/
Road Widener	https://roadwidenerllc.com/
Rockland	http://www.rocklandmfg.com/
Summit	https://www.summitrubbertracks.com/
TY Cushion	http://tycushiontire.com/
Tink	http://www.tinkinc.com/
Weiler	https://www.weilerproducts.com/
Werk-Brau	https://werk-brau.com/
Woods	https://woodsequipment.com/

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ON-HIGHWAY	
Brand	**Manufacturer's website:**
Fleming	http://www.flemingtrailers.com/
Load King	https://www.loadkingmfg.com/
Mac	https://www.mactrailer.com/
Maintainer	https://www.maintainer.com/
Murray Trailers	https://www.murraytrailer.com/
Rackley	http://rackleybiltcustomtrailers.com/topic1/index.html
Thunder Creek	https://thundercreek.com/
Trail King	https://www.trailking.com/
UTB	https://drakeequipment.com/
AGRICULTURE	
Brand	**Manufacturer's website:**
Challenger	http://www.challenger-ag.com/
Claas	https://www.claasofamerica.com/
Gearmore	https://www.gearmore.com
Grouser	https://www.grouser.com
Fendt	https://www.fendt.com/us/index
Lexion	https://www.claasofamerica.com/
Massey Ferguson	https://www.masseyferguson.us/
Massey Ferguson	https://www.masseyferguson.us/
Massey Ferguson	https://www.masseyferguson.us/
Mil-Stak Inc	https://www.mil-stak inc.com
Nikkel Iron Works	https://www.nikkel iron works.com
Reynolds	https://www.reynolds.com
Rogator	https://www.applylikeapro.com/
Rome Plow	https://www.romeplow.com/
Schmeiser	https://www.schmeiser.com
Stinger Inc.	https://www.stinger inc.com
Sunflower	https://www.sunflowermfg.com/
T.G. Schmeiser	https://www.t.g. schmeiser.com
Terragator	https://www.applylikeapro.com/
Valmar	https://salfordgroup.com/
Wilcox	https://www.wilcoxap.com/
Willmar	https://www.grainsystems.com/
Woods	https://www.woods.com

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POWER SYSTEMS	
Brand	**Manufacturer's website:**
ABB	https://electrification.us.abb.com/products/automatic-transfer-switches
Active Power	https://www.activepower.com/en-GB
Allmand	https://www.allmand.com/na/en_us/products/light-towers.html
Asco	https://www.ascopower.com/us/en/
Atlas Copco	https://www.atlascopco.com/en-us
Avtron	https://www.ascopower.com/us/en/products/load-banks.jsp
Crestchic	https://crestchic-usa.com/
Multiquip	https://www.multiquip.com/
Progressive Solar	https://www.progresssolarsolutions.com/
Stamford Newage	https://www.stamford-avk.com/
Sullair	https://america.sullair.com/en
Toshiba	https://www.toshiba.com/tic/power-electronics/uninterruptible-power-systems
TECHNOLOGY	
Brand	**Manufacturer's website:**
Caterpillar	https://www.cat.com/en_US/products/new/technology.html
Cerragon	https://www.ceragon.com
CrewSight	https://fieldtech.trimble.com/en/product/trimble-crewsight
DJI Enterprises	https://enterprise.dji.com/
GCEstimator Suite	https://gc.trimble.com/product/trimble-gcestimator
Level Best	www.levelbestgrading.com
Modelogix	https://gc.trimble.com/product/modelogix
ProjectSight	https://projectsight.trimble.com/
Prolog	https://gc.trimble.com/
Quantum	https://www.quantum-systems.com/
RADWIN	https://www.radwin.com/
Rajant	https://rajant.com/
RealWorks	https://geospatial.trimble.com/products-and-solutions/trimble-realworks
Seco	www.surveying.com
Sensemetrics	https://sensemetrics.com/
SitePro	www.surveying.com
Spectra Precision	www.spectralasers.com
Trimble	www.trimble.com
VICO Office	https://vicooffice.dk/en/
Winest	www.trimble.com

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EMPIRE TECHNOLOGY COMPANIES	
Name	**Manufacturer's website:**
Allen Instruments	https://www.alleninstruments.com/
BuildingPoint West	https://www.buildingpointne.com/
SITECH	www.sitechsw.com
TOPS	https://www.takeoffpros.com/
RENEWABLE ENERGY	
Brand	**Manufacturer's website:**
ABB	https://new.abb.com/ev-charging
BTC Power	http://btcpower.com/
Fronius	https://www.fronius.com/en
Satcon	http://www.satcon.com/
SMA America	https://www.sma-america.com/
Sun Power	https://us.sunpower.com/commercial-solar

6. Do you offer color choices for each product listed?

Caterpillar Response (only)

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee, which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. Types of warranties available (by category or equipment).

Caterpillar Response

Caterpillar is proud to offer the most robust warranty in the industry. Our machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

Most of the new machines included under this solicitation will qualify for 12 months/unlimited hours. Some products, notably compact track loaders, mini excavators, and skid steer loaders qualify for 24 months/2000 hours.

Two examples of typical warranty statements are attached to this proposal in the ATTACHMENTS section of this RFP.

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Dealer Response

Empire/Caterpillar Warranty Offerings:

Caterpillar offers a wide range of warranties that can be custom built to best match the needs of our customers. There are two (2) basic Caterpillar warranties available: Standard and Extended

- Caterpillar Standard Warranty - All new Caterpillar manufactured machines come with Caterpillar's "Premier" warranty for 12 months, with unlimited hours, at no additional cost to the buyer. (See warranty details below under "Caterpillar Extended Warranty".)
- Caterpillar Extended Warranty – Begins at expiration of Standard Warranty. Caterpillar Insurance and Caterpillar dealers provide a vast array of optional warranties that can be customized by the length of time (from 2 - 7 years) and/or by the hours (2,000 - 10,000 hours).

There are three (3) types of extended warranties available from Caterpillar:

- Powertrain Only – Covers the components that are used to either produce, transmit or control engine horsepower for propelling (moving) the machine; such as engine, transmission, final drives, axles, and brakes.
- Powertrain and Hydraulics – Covers all the items above plus hydraulic hoses, lines, pumps, valves, cylinders, hydraulic coolers, and hydraulic filter mounts.
- Premier – Includes all of the above with the addition of starters, alternators, pulleys, AC condensers, air conditioning compressors, fuel lines, fuel tanks and associated parts, water piping, radiators, mufflers, electrical indicators, gauges, instruments, wiring harness, switches, joysticks, relays, circuit breakers, frames and chassis, and weldments.

General Warranty Information

Coverage - Inclusions, Exclusions
Standard machine warranty and extended warranties between manufacturers and dealers are not equal. There is no industry standard of items "to be included or excluded" in the scope of either coverage.

Repairs and/or replacement of components excluded by competitive manufacturers can present a significant expense or savings to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products, as well as ensuring the lowest total cost solution for our customers.

Warranted claims will be presented by the customers to the supporting Caterpillar Dealer and will be administered at the local level. Empire will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customers.

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Caterpillar machine warranties are the most comprehensive, covering more parts, more expensive parts, and excluding fewer items, in the industry. This results in lower expense exposure to the owners of Caterpillar equipment.

In comparing major manufacturers' stated warranty coverage listed in publicly available warranty documents, here is an example of parts (including their replacement labor) that are excluded by many manufacturers, but are included by Caterpillar Standard Warranty:

- Radiators
- Mufflers
- Starters
- Alternators
- AC Condenser/Compressor
- Fuel lines
- Hydraulic hoses and lines
- Gauges
- Wiring harnesses
- Frames and structures

Each of these individual items vary between different manufacturers, but they provide evidence that a buyer should consider the coverage of each to fully understand the true scope of their exposure, and calculate that exposure into the total machine price, from an operating cost perspective.

Beyond the firm boundaries of inclusions and exclusions of warranty, Caterpillar dealers utilize a "Fair Value" policy. Fair value is simply the process and procedures that rely on ethical and reasonable decisions to participate in a repair expense beyond warranty coverage. Fair value rules are not described in any written form; they take place when a Caterpillar Dealer and end user experience an event where both feel that the failed part did not meet expected life in a given application.

Once misapplication, abuse or misuse conditions are excluded, fair value reimbursement comes in a variety of forms: From full reimbursement to a shared expense, based on remaining normal life of the failed part, between Caterpillar Inc., Empire and the customers.

Additionally, Caterpillar warranties cover consequential damages. Some major and most minor brands do not. Example: A turbo fails, injects a part from the turbo into the cylinder head, and then destroys the head and piston; piston fracture penetrates the engine block. The turbo is the root cause, but Caterpillar warranty covers the entire repair of consequential damages.

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View below to see the inclusions and exclusions of each of the three types of warranties Caterpillar offers:

✓ Represents covered items in their respective category

* Represents items typically excluded by most other manufacturer's warranties, but are included under Caterpillar's warranty coverage.

Engine & Accessories	Powertrain	Powertrain + Hydraulics	Premier
Engine – Internal Components	✓	✓	✓
Valve Cover	✓	✓	✓
Oil Cooler BHL	✓	✓	✓
Radiator			✓
Exhaust/Muffler			✓
Manifolds	✓	✓	✓
Fan Motor	✓	✓	✓
Water Pump	✓	✓	✓
Fuel Injection Pumps	✓	✓	✓
Injectors	✓	✓	✓
Lift/Transfer Pump	✓	✓	✓
Senders/Solenoids/Sensors	✓	✓	✓
Thermostat	✓	✓	✓
Flywheel & Torque Converter	✓	✓	✓
Oil Pan Group	✓	✓	✓
Engine Oil Filter Mount **	✓	✓	✓
Turbocharger	✓	✓	✓
Pulleys **	✓	✓	✓
Starter			✓
Alternator			✓
AC Compressor/Condenser			✓
Electronic Control Modules	✓	✓	✓
Governor/Speed Controls & Linkages **	✓	✓	✓
Fuel Lines **	✓	✓	✓
Fuel Tank & Associated Parts			✓
Water Piping			✓
Oil Hoses/Lines			✓
Transmission/Hydrostatic/Driveline	**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Transmissions	✓	✓	✓
Final Drives/Planetary	✓	✓	✓
Drive Shafts	✓	✓	✓
Transfer Case	✓	✓	✓
Wet brake assemblies	✓	✓	✓
Hydrostatic Pumps & Drive Motors **		✓	✓

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Linkage/Lines Connected to Hystat Pump	**		✓	✓
Drive (pilot/eh) Control Valves	**	✓	✓	✓
Senders/Sensors	**		✓	✓
Axles		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Axles		✓	✓	✓
Axle Seals	**	✓	✓	✓
Lug Nuts & Bolts	**	✓	✓	✓
Differentials		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Differentials		✓	✓	✓
Hydraulic Systems		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Hydraulic Pumps & Motors			✓	✓
Hydraulic Cylinders			✓	✓
Hydraulic Valves & Controls			✓	✓
Hydraulic Accumulators	**		✓	✓
Hydraulic Oil Coolers	**		✓	✓
Hoses and Lines	**		✓	✓
Hydraulic Quick Couplers	**		✓	✓
Hydraulic Oil Filter Mounts	**		✓	✓
Electrical		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Gauges/Indicators/Instruments	**			✓
Wiring harnesses	**			✓
Switches	**			✓
Frames & Linkages		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Chassis/Implement Frames	**			✓
Weldment	**			✓

Allied Product Warranty

Allied products are excluded from the above terms and conditions. All Allied products will be sold with the manufacturer's standard warranty. This warranty differs from manufacturer to manufacturer. If extended warranty is available and the City of Tucson requests extended options from an Allied manufacturer, Empire will provide the price on a case by case basis.

2. Description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Caterpillar Dealers, the organization that knows the customer best. They are best positioned to see that the customer receives outstanding service for their warranty repairs. With an outstanding reputation for fairness, regardless of warranty limits, with the backing from the world leading manufacturer of construction equipment, the customer has every reason to feel secure in the value of their purchase.

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Warranted claims will be presented by the customer to the supporting Cat Dealer and will be administered at the local level. The supporting Cat Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Dealer Response

Empire Service utilizes a highly structured, fact based and scientific Root Cause Failure Analysis process that is followed by Empire's Service Department. The process ensures the customer that Empire and Caterpillar fully understand the cause, and what role each affected part played in the failure, in order to help prevent it in the future.

The warranty process for Caterpillar machines is unique to the industry, allowing Empire to decide through its due diligence alone, if the failed part is covered under the scope of warranty. In the event of a warranty repair, Empire is responsible for repairing the machine. Once the repair is completed, the warranted parts and labor is charged to Caterpillar.

Any non-warranty covered items (such as oil antifreeze; fluids that cannot be reused) will be the responsibility of the owner. In the event that Caterpillar concludes a different root cause and believes it was caused by misapplication or misuse and rejects reimbursement, and Empire does not, Empire will absorb the expense.

3. Description of your policy addressing warranty issues related to:

- **i.** Major Component Failures
- **ii.** Engineering Deficiencies
- **iii.** Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer the most robust warranty in the industry.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

If there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the cause of failure. Should the cause be determined to be design or manufacturing related, the customer, dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

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Dealer Response

As America's #1 dealer rebuild center, Empire inventories new complete components, along with remanufactured components, for replacement when a machine is down and the customer requires an emergency complete component replacement. Beyond Empire's extensive parts inventory, Caterpillar parts distribution warehouses across America and the globe also inventory an extensive selection of new components and remanufactured components.

Excluding emergency complete component replacement, Empire will bring to bear as many resources as possible to tear down and reassemble the down component, to return the machine to production as fast as humanly possible. This includes our staff working three shifts and/or weekends continuously or "around the clock" to achieve the turnaround if warranted.

Normal warranty coverage will only cover normal (non-overtime) shop labor rates, during normal service hours. Normal service hours are from 5:00 a.m. to 12:00 midnight, Monday-Friday and from 6:00 a.m. until 12:00 noon on Saturdays.

Warranty repairs may be performed in the field by Empire's highly trained field service technicians (travel charges may apply).

Overtime rate is charged for all hours worked on holidays. No other competitor that we are aware of provides this expanse of available normal service hours. When requested, Empire will work overtime with the incremental overtime fee charged to the City of Tucson. Normal warranty coverage only includes shop labor rates during normal business hours and thus could result in overtime charges to the customer. Additionally, parts that are not normally stocked may include a customer charge for additional freight or handling, depending on circumstances.

Engineering Deficiencies: Empire and our customers benefit from a long relationship with Caterpillar Engineering for new machines and product improvement testing. Because of our unique Arizona/Imperial County, California and territory, Caterpillar engineers prefer to test new machines and product improvements in Empire's territory because of the range and access to high ambient temperature, high altitude, sea level altitude, abrasive dust, hard caliche and granites soil and sand (dune) conditions. Our applications range from farming to forestry harvesting, to hard rock mining.

This multi-decade experience has provided Empire staff with a wealth of knowledge, experience, relationships and access to Caterpillar's engineering staff around the world. It has provided our customers with purpose-built machines and components tested here to perform here. This experience helps our staff identify a deficiency, quickly begin to test our possible solution, and offer it to Caterpillar; or fabricate, install and test Caterpillar's solutions.

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Empire's standard response times are based on the fact that our customer purchases a new machine because unscheduled downtime creates critical disruption to their production. Most customers expect that we will handle every machine-down warranty event like an emergency. We are "built for it". Empire invests and maintains the staffing capacity to provide customers two shifts per day, plus single shift on weekends and on-call staff for holidays to respond to these events with the utmost urgency.

Beyond this, a failure on Empire's part to deliver expected or promised service is always taken into account before any request for additional charges are presented to a customer. We take pride in the fact that Empire's owner expects all employees to consider first how we may have contributed to increasing a customer's expense or downtime. We are empowered, at all levels, to make ethical and fair charge adjustments before approaching a customer about additional expense to warranty coverage.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Tirena Pavelka
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-675-1589
pavelka_tirena_l@cat.com

Dealer Response

For dealer support related to this contract, please contact:

Shane Frazee
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8224
Cell: 520-330-8612
Email: shane.frazee@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: ty.robertson@empire-cat.com

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics, and Premier. In addition, Caterpillar offers a Pro extended warranty for Motor Graders only. Customization of Extended Protection Plans is possible.

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Costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Cat Dealers are independently owned businesses with widely varying geographic territories, the actual costs associated to supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts. Such factors include but are not limited to the individual dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction because of this contract taking place.

Dealer Response

With over 360 different Caterpillar products covered in this solicitation, and with over 65 different options for each of those machines with time and hour combinations, the matrix of extended warranty pricing would be too large to provide in this format.

Additionally, because of the competitive exposure, we are not at liberty to provide for public record, all of Caterpillar Insurance Extended Warranty pricing. For this proposal, we will provide requested rates on a model by model, term and hour specified basis.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations; Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2020, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 21st time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Dealer Response

Empire's technical resource group (similar to all Caterpillar dealers) has been engaged with Caterpillar engineers throughout the development of Tier 1, Tier 2, Tier 3, Tier 4i, Tier 4 Final, and future emissions requirements since the Federal regulations were implemented. Empire's (and our customers') ongoing participation of Caterpillar "Field Follow" program of prototype machines operated by customers in our territory, provides Empire both a first look and a wealth of experience in service support before production machines are ever produced for sale or delivered to a customer. Additionally, Caterpillar offers remanufactured exchange filters and Empire stocks them.

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As of this submittal, it is becoming more apparent that exchange emission filters available from our parts department are faster, safer, more environmentally responsible and more economical for the customer than the other option of maintaining a DPF cleaning machine at our dealership stores. For redundant support, in the event of an unexpected supply disruption from Caterpillar, Empire owns and operates two (2) DPF cleaning machines at our Phoenix store.

Along with the above service capacity, Empire provides on-line information, updated regularly, for the City of Tucson managers, supervisors and operators to help them understand how the technology works. Tips and warnings are constantly updated to help our customers stay informed and reduce the risk of emissions solutions damage. Empire requires continuing education for our Sales and Product Support staff as an incremental resource that helps customers stay informed. Our operator trainer staff is always available to our customers for on-the-job operator education of the technology.

f. Submit all information that will aid the City in evaluating your proposal.

Caterpillar Response (only)

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

https://reports.caterpillar.com/sr/index.php?_ga=2.30262591.1428625582.1630336780-1389673808.1608044669



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4. Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response (only)

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar will ensure that dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, Disassembly & Assembly instructions and that their service technicians are properly trained on maintenance and repair procedures.

Every dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provided detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar leads the industry in offering outstanding product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce downtime and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

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Caterpillar's North American dealer network currently employs over 59,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 96 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local market rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.



Image: US Dealer Locations

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Dealer Response

Empire has 22 stores that are capable of warranty service and have trained technicians to support warranty.

For very large components, some remote branch stores may not have the heavy lifting infrastructure or highly specialized machining tools to complete every job. Those components may be shipped to the closest Empire facility that can complete the work. All such transportation will be handled by Empire internally.

Empire Locations	Telephone	Address	
Apache Junction	480-308-9100	3215 S. Winchester Rd.	85119
Blythe	760-921-9500	190 S. Intake Blvd.	92225
Buckeye *(Agriculture)*	623-925-3020	26403 MC 85	85326
Buckeye *(Rental)*	623-474-0840	25630 W. Durango St.	85326
Casa Grande *(Agriculture)*	520-374-3500	8901 W. Highway 287	85194
Eloy	520-582-2900	3501 W. Houser Rd.	85131
Flagstaff	928-526-2800	4900 E. Empire Ave.	86004
Globe	928-402-6410	190 W. Ash St.	85501
Imperial	760-355-2443	3393 Highway 86	92251
Kingman	928-757-1159	3255 Rutherford St.	86409
Mesa	480-633-4000	1725 S. Country Club Dr.	85210
Mesa *(Headquarters)*	480-633-4421	256 W. Juanita Ave.	85210
Mesa *(Training Institute)*	480-633-4363	1855 S. MacDonald	85210
Mesa *(Hydraulic Service)*	480-633-4700	1835 S. MacDonald	85210
Mesa *(Precision Machining)*	480-633-4425	41 W. Iron Ave.	85210
Mesa *(Transport)*	480-633-4600	40 W. Iron Ave.	85210
Mesa *(Used Parts)*	480-633-4598	34 W. Iron Ave.	85210
Nogales *(Used Parts)*	520-287-6630	1604 N. Industrial Park Dr., Suite D	85621
Phoenix Deer Valley	623-760-1100	21230 N. Black Canyon Hwy.	85345
Phoenix *(Power Systems)*	602-333-5600	801 N. 44th Ave.	85043
Phoenix *(Truck & Trailer)*	602-962-7961	840 N. 43rd Ave.	85009
Prescott	928-499-6001	3060 Centerpointe Dr. East	86301
Show Low	928-532-2098	1501 E. Thornton St.	85901
Thatcher	928-387-8700	2574 W. US Highway 70	85552
Tucson	520-746-8200	7600 S. Nogales Hwy	85756
Tucson *(Power Systems/Truck & Trailer)*	520-407-3100	3830 N. Highway Dr.	85705
Yuma	928-317-7800	3885 E. Gila Ridge Rd.	85365

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Image: Empire locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat dealers can offer Customer Value Agreements (CVAs), these can be customized based on customers' individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

A CVA is a hassle-free ownership plan to get the most from your Cat® equipment. Genuine Cat® Parts delivered right on time and right to your door, with instructions for hassle-free maintenance. You get the security of an Equipment Protection Plan (EPP) to avoid unexpected costs for unplanned repairs. All the keys to machine health management conveniently display on your phone. And it all can roll in with your monthly machine payment. It's one easy plan to leverage Cat value — beyond the machine — to maximize your investment and lower ownership cost. More information can be found at:
https://www.cat.com/en_US/support/maintenance/customer-value-agreements/construction-cvas.html

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Dealer Response

As described in Caterpillar's response, Empire and other Cat Dealers can customize maintenance programs to fit the specific needs of our customers.

The pricing for maintenance services explained below can vary based on the model, hours of usage, and duration of agreement, and can be quoted on an individual basis.

The following are some examples of the different maintenance agreements that are available:

- **PM (Preventative Maintenance) Services**

  PM services are broken into five (5) categories and follow the manufacturer's service recommendations, or can be customized to meet customers' needs.

  - PM1 – Services the manufacturer recommends at 250 hours
  - PM2 – Services the manufacturer recommends at 500 hours
  - PM3 – Services the manufacturer recommends at 1,000 hours
  - PM4 – Services the manufacturer recommends at 2,000 hours
  - PM5 – Services the manufacturer recommends at 4,000 hours

  Empire and participating dealers can offer different options for these hour intervals including:

  - Parts only agreements
  - Parts and fluids only agreements
  - Parts, fluids, and labor agreements

  Please see generalized chart below for the services performed at each PM interval.

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	PM1 250 hours	PM2 500 hours	PM3 1000 hours	PM4 2000 hours	PM5 4000 hours
Change Engine Oil, Engine Oil Filters and take engine oil sample	x	x	x	x	x
Speed Reducer Oil Gets Changed and Sampled (On Elevator Scrapers)	x	x	x	x	x
Check all fluids levels such as Transmissions, Differentials,	x	x	x	x	x
Tandems, Hydraulic, Steering, Coolant. Change fuel filters and fuel /water separators,	x	x	x	x	x
clean fuel bowl screen (replace if neccessary)					
Change Primary Air Filters	x	x	x	x	x
Check Coolant Condition - Freeze point	x	x	x	x	x
Perform and record a visual walk around of equipment as per OEM including but not limited to Back up alarm, tires, batteries, belts, ground engaging tools (cutting edges, bucket teeth, dozer blade, Moe board, buckets, bowl (can), ripper shanks)	x	x	x	x	x
Change cab A/C filters	x	x	x	x	x
Lubricate all grease points	x	x	x	x	x
Inspect and test all visible and safety systems	x	x	x	x	x
Change all filters this includes hydraulic filters, transmission		x	x	x	x
filters, differentials filters if applicable.					
Change rear differential oil (Backhoe Loaders oly on A-D Models)		x	x	x	x
Change front wheel oils in off highway trucks.		x	x	x	x
Change the Transmission oils, clean transmission screens and magnetic			x	x	x
Change swing drives oils on excavators , change			x	x	x
differential and finals oils on backhoes.			x	x	x
Change hydraulic oils on AG tractors, telehandlers, vibratory			x	x	x
compactors only, change chain case oils on skid steer loaders.			x	x	x
Change circle drive oil on motor graders			x	x	x
Change the differential and finals oils				x	x
Change tandem oil drive oils on motor graders				x	x
Change circle drive oils on motor graders accoding to OEM				x	x
Change hydraulic system oil.					x

- **Total Maintenance and Repair (TM&R):**
  In a TM&R agreement, Empire and participating dealers will completely cover the equipment for any agreed upon repairs and preventative maintenance services for the duration of time and usage hours as specified by the agreement, based on the customer's needs.

  TM&R's can be customized by the customer including, but not limited to, the following:

  - With/without travel
  - With/without scheduled component rebuilds
  - Powertrain & Hydraulics
  - With/without certain PM services
  - With/without daily maintenance & cleanings
  - With/without daily fueling (City of Tucson only)

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Exclusions in most cases include the following:

- Tires
- Glass
- Fuel
- GET replacement
- Components that contact the ground (bucket, blade, bed, bowl, etc.)
- Misuse and abuse
- Paint
- Any repairs due to customer not following the Original Manufacturer's Manual (OMM).

- **Man on Site Agreement:**

  This type of an agreement can be offered on a stand-alone basis or in conjunction with other maintenance agreements for any customer that does not have the qualified staff/technician(s) or, is unable to add them.

  Empire and participating dealers will provide a "man on site" for any duration of usage hours and time: Day, week, month, as specified by the agreement.

  The technician will usually perform:

  - Running repairs
  - Preventative maintenance services

  Other onsite services could include:

  - Daily inspections
  - Cleanings
  - Operational checks

  The "man on site" agreement includes a qualified technician, field service truck, and the tools needed to perform basic repairs.

  Additional "man on site" Inclusions or exclusions in most cases include the following:

  - Housing (when applicable)
  - Overtime rates
  - Unique equipment tooling costs: Large cranes, cribbing, certified shops, contamination control, etc.
  - Percentage of guaranteed availability

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- **Daily Lube Agreement**

  Empire, and participating dealers can provide daily grease to any machine at any of the City of Tucson sites, for any duration of time and/or usage hours to the specified needs of our customers.

  Inclusions and exclusions in most cases include:

  - With/Without daily cleanings.
  - With/without daily inspections

  We do not provide loaner machines. Empire will provide a down machine rental discount program (see details below).

  For dealers representing any brand, contractual loaner guarantees have an incalculable financial risk. No dealer can guarantee 100% of the time that they will have a like-kind machine available and ready at any given moment.

  But this deserves more explanation:

  Our highly valued relationship with the City of Tucson demands we consider loaners in certain circumstances. However, that decision must remain solely at Empire's discretion and it will be one of several possible solutions for a down machine that creates a critical hardship.

  At a minimum, Empire will provide a subsidized rental machine that is either an exact match or based on the City of Tucson's input, adequately sized unit at a 50% discount from Empire's rental rate. The City of Tucson will be responsible for the normal rental wear items associated with a rental for the duration of time the down machine is under warranty.

  Additionally, if a down machine is causing a hardship to the City of Tucson from a habitual issue that Empire has not yet solved, the probability is high that Empire will provide a loaner at no cost to the City of Tucson, other than wear items. But again, that decision must remain solely with Empire.

  Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in Empire's territory to reduce down time and increase productivity.

  Empire only employs trained, experienced technicians to support Caterpillar's full range of products. Empire Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or application issue resolutions. Empire TC's have a direct line of communication with Caterpillar Inc., through the Dealer Solution Network, to expedite problem solving.

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Empire currently employs over 2,200 employees, of which approximately 73% are dedicated to product support. With over 22 service locations, over 190 service bays and over 300 field service trucks, these highly skilled and trained Caterpillar trained technicians are in close proximity to provide unmatched service capabilities to meet your service requirements.

As part of a commitment to servicing customers, Empire invests over $3 million annually in technician, parts counter, and product support representative training. Over the last 70 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry, through a financially healthy and viable company that is dedicated to the business of our customers.

4. Describe your training programs, addressing, at a minimum, the following:

- **i.** How will equipment training be conducted?
- **ii.** Describe the training curriculum for the equipment operators.
- **iii.** Describe the training curriculum for the service technicians.
- **iv.** How will you accommodate various work shifts?
- **v.** What type of documentation is provided with the proposed training?
- **vi.** Is a “train the trainer” program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
- **vii.** Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Cat Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer’s equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise. For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Dealer Response

i. How will equipment training be conducted?

Empire will travel to whatever organization site the City of Tucson requests, to provide both operator and preventative maintenance training.

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ii. Describe the training curriculum for the equipment operators.

Empire offers comprehensive operator training for all Caterpillar machines by our Certified Dealer Instructors (CDI). CDI's are dedicated full time to this process. CDI's are Caterpillar Certified on various applications for individual machine groups. Empire does not depend on a service technician or machine salesman to provide this critical task. CDI's begin the ownership experience by providing customers the most thorough "in-service" training and orientation in the industry. This service is provided at delivery of ALL new Caterpillar machines.

The operator training includes complete machine walk-around inspections, discussion regarding daily maintenance/checklists and hands-on operational instruction, along with comprehensive coverage of the Operations & Maintenance Manual. Proper operator understanding is a significant advantage to help reduce the operating cost per hour of the machine life cycle.

The orientation will cover the following:

- Coverage of the Operation and Maintenance Manual, including a complete safety and service daily walk-around inspection
- Hands on demonstration of all wet and dry fluid and filter locations and compartments
- All safety decals and their meaning along with examples of incidents
- All machine controls, functions, features
- Live demonstration (where site allows) of machine reaction to control inputs
- Review common operator misuse or abuse habits and resulting damages (i.e. damaging parking brakes)

Additionally, our Operator Training Department permanently staffs a Training Manager with seven Certified Dealer Instructors traveling throughout Arizona, performing new machine delivery training, certified training and refresher courses along with analyzing production improvements for in-specific applications when requested.

Empire provides this for both public and private customers, for an additional charge, when requested.

iii. Describe the training curriculum for the service technicians.

Our service delivery training begins with Safety. Our instructor will cover all the safety decals and their explanation of why, as it's described in the Operation & Maintenance Manual. The following is an outline and agenda for a training session.

Safety: All decals and what they mean along with examples of past events.

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Pretest: Caterpillar Safety Test must be passed by all attendees before continuing.

1. Equipment Familiarization
    a. Walk around inspection
    b. Daily service points/lubrication
    c. Cab and controls
    d. Fundamental techniques
2. Start Up/Shut Down
3. Machine Operation
4. Systems Overview
    a. Operator's station
    b. Engine
    c. Electrical system
    d. Power train
    e. Implement and steering hydraulic systems
    f. Auxiliary hydraulic lines
    g. Thumbs
    h. Buckets
    i. Couplers
5. Post Test
6. Review Maintenance Section of Operation and Maintenance Manual
    a. Lubricants and fluids
    b. Towing
    c. Review PM checklist and procedures
        - 250 Hour
        - 500 Hour
        - 1000 Hour
        - 2000 Hour

In addition to our Service delivery process, Empire offers a dedicated facility and dedicated full time staff in our Training Institute:

The Empire Training Institute (ETI) is one of five Caterpillar Certified Regional Dealer Learning Centers in North America, and one of just three Caterpillar Certified Applied Failure Analysis training facilities. ETI provides both technical and non-technical training programs for Empire employees, customers and other Caterpillar dealers via instructor-led and web-based training courses.

ETI is a dedicated 36,000 square-foot facility with eight fully equipped classrooms and over 10,000 square feet of shop space. Our experienced staff includes eight Caterpillar certified technical instructors, one soft skills instructor and one safety instructor.

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Classes can be scheduled and conducted at the Empire Training Institute facility at Empire's Mesa campus or at customer sites. All training courses utilize "pre and post" testing procedures to measure learning and monitor growth, and students are presented with a certificate upon successful completion.

Training topics include, but are not limited to:

- Safety
- Diesel
- Electrical
- Engines
- Applied Failure Analysis I, II and III
- Hydraulics
- Machinery & Equipment
- MSHA for Experienced Miners
- Powertrain
- Preventative Maintenance
- Air Conditioning for EPA Certification

Empire recently added a wide variety of virtual training courses that are available to technicians. These courses were added after the Covid-19 outbreak in 2020, allowing technicians to receive training, regardless of travel restrictions, and/or for those who have limited or no travel budgets for in-person training at Empire's training facility.

iv. How will you accommodate various work shifts?

Empire will provide training and accommodate any shift the City of Tucson requires.

v. What type of documentation is provided with the proposed training?

Caterpillar's Delivery Service Record provides a safety and service daily check list that our CDI's follow at machine delivery orientation. Signatures on the form require a City of Tucson representative to confirm the list was reviewed and completed.

vi. Is a "train the trainer" program available?

Yes.

Is this training different than the regular initial training?

Yes, the training curriculum is focused on the trainer and how to communicate proper operating techniques and safety, and why it is important. Initial training is focused on the student.

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Can training sessions be recorded for future use by the agency?

Caterpillar does not permit recording, copying or transferring any of copyrighted material, either at our Operator Training Academy or customer sites. Empire maintains Caterpillar's proprietary information and copyright policies.

vii. Is the training provided by the manufacturer, dealer or both?

Both manufacturer and dealer can provide training.

5. Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that Cat Dealers have been developing and maintaining customer relationships at the local level for more than 96 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Cat Dealer that will quote, deliver, receive payment, and support the products in this proposal per the terms that have been outlined

Dealer Response

Machine invoices will be generated after receipt of a City of Tucson purchase order at Empire.

The invoice includes:

- Name of agency
- Department receiving (if supplied on purchase order)
- Contact name
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from Empire to agency
- Machine configuration (if requested)

Machine payments are due 30 days after receipt of invoice.

Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Cat Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Cat Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also help ensure the most favorable outcome.

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Dealer Response

Initial contact will begin with our Sales Account Manager. A dealer Account Manager has extensive knowledge and experience in machine and attachment applications can assist the City of Tucson personnel in determining the best options.

Beyond this, the Account Manager will help the City of Tucson staff build a cost/benefit analysis to help illustrate why one machine or attachment was selected over other options. If the Account Manager believes the application question needs additional expertise, he is highly proficient at navigating Empire and supplier resources and bringing their expertise to bear.

Caterpillar has several software resources to help calculate cost per hour and cost per ton of machines, such as Cat Turbo, FPC or VET, to help users select the best machines, configurations and attachments. The Account Manager will utilize these resources to help the City of Tucson analyze options.

Additionally, if the Account Manager is asked to help research the best machine for an application and he believes that our offering is not optimum, and knows a competitive product or supplier that would be, he will explain why and help coordinate contact with the supplier, if requested by the City of Tucson. We recognize that not all of our offerings are the best and most economical fit for some applications and will readily explain so when we are asked to be part of the best solution analysis.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Cat Dealer that will quote, deliver, receive payment, and support the products in this proposal per the terms that have been outlined.

Dealer Response

Most products can be sourced from Empire's extensive inventory. Our configurations are based on the optimum feature utilization and most effective cost per hour in Empire's territory. In the past, most City of Tucson units have been custom ordered because of minor configuration differences. We feel that the City of Tucson will benefit from most of the configurations we stock. This benefit is in terms of: Time of delivery, higher potential productivity, and potentially lower operating costs.

In the event we need to order a machine, the manufacturer will provide Empire a "Ready to Ship" (RTS) date. Empire will estimate additional days based on subjective experience with that manufacturer's history of accurate RTS dates. Empire will also add expected freight time. Since there are various events beyond our control such as severe weather, strikes, or U.S. Custom holds at docks, a small percentage of our given delivery times can and do extend. Empire will alert the City of Tucson immediately if we believe a committed delivery date will extend and work out a solution if the need is urgent.

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d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Cat Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180+ days to deliver. In most cases Cat Dealers have been able to commit to a less than 90-day delivery timeframe. However, timelines need to be confirmed for each purchase.

Dealer Response

If Empire's configuration is acceptable and we can supply from inventory, we can usually deliver in less than seven calendar days. If it is urgent, we will work nights and weekends to supply a unit sooner. A significant percentage of our deliveries happen in less than three working days from receipt of firm order.

The next source for machine availability is Cat's Product Distribution Centers (PDC). PDC's have their own configurations, but most are very close to the Empire configuration. If a machine from this source has acceptable configurations to the City of Tucson's request, these machines will usually ship within 7 days and arrive at Empire within 14 days.

Additionally, Empire works with nearly every Cat dealer in the United States for trading inventory. We have an excellent reputation of helping other Cat dealers secure units from our existing inventory and our "on order" inventory. In other words, we give more than we take, which helps us secure earlier delivery several times a year and unit can usually arrive within 10 days.

If a unit must be factory ordered, we have no standard delivery time frames. Caterpillar claims 65%+ of their units will be "Ready to Ship" within 12-16 weeks. Allied manufacturers have too many variables to provide relevant estimates here. If Empire is awarded this contract, they will be quoted as needed.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Cat Dealer.

Dealer Response

For machines and attachments, the Empire Account Manager, will provide the City of Tucson with RTS estimates upon request.

Parts – Hours of Operation

When parts are needed, Empire has been the trusted and tested source to provide them, regardless of the time of day. In a crisis or emergency, Empire has the infrastructure and people in place to provide the parts that others cannot.

- Parts are available 24 hours/7 days a week/365 days a year
- Standard business hours for Empire's Parts Stores are:
  Monday – Friday from 7:00 a.m. – 5:00 p.m.

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After hours/emergency parts service is available by calling a store's main number. (Store contact numbers can be found in list provided in this response, which lists dealer locations and contact information.) This service is available anytime outside standard business hours. When a call is placed, an Empire parts representative will respond, locate the parts needed, and arrange to meet at the store for pick up.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Dealer Response

Historically, Empire's most common challenges in delivery of machines have been due to severe winter weather in the mid-west and U.S. Customs holds for freight shipments at U.S. shipping ports.

With regard to parts, Caterpillar/Empire has experienced challenges when suppliers to Caterpillar of a sub component part fails on hundreds of machines in a short time. A cascade of challenges begin at that point. Usually the manufacturer's parts supply is depleted and because of the unanticipated demand, the supplier cannot ramp up production of the correct part in the normal time most Caterpillar owners have come to expect.

Throughout our 70 year history, we have faced a number of these challenges. Customers want answers. Depending on the severity, it can take a few days to diagnose the root cause before we can begin to respond to repair affected machines.

Because of Arizona's unique geography, high elevations, hard material, and high ambient temperatures, many machine failures can show up in Arizona before the rest of the world experiences them. These events have taught us to maintain a hyper awareness of developing issues. Empire is usually the lead dealer to discover the issue and help Caterpillar (and other dealers) with the solution. These events help our staff stay highly vigilant in providing early identification and developing solutions for our customers.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

Parts.cat.com is a Caterpillar eCommerce site that allows any customer to purchase parts from their local Cat dealer. The site platform is customized by the local dealership, creating a unique purchasing experience best suited for their customers. Some of the features and benefits for our customers include:

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- Inclusion of new, Cat Reman, and dealer exchange options
- Easy search by equipment serial number to access parts manuals and service information for that specific serial number
- Time-saving features such as Saved Order Lists and Shopping Preferences
- Planned maintenance kits
- Real-time price and availability
- Access to Parts.cat.com order history
- Customer-specific pricing (set up by local dealer)

Dealer Response

Empire's website does not provide any machine pricing for this contract. Our website does provide pricing for used machinery and used parts.

Empire Parts store is an online service that allows you to order parts from your computer. Some of the benefits are:

- Order parts anytime 24 hours/7 days a week/365 days a year
- Ability to track your part orders
- Electronic parts book for ALL Caterpillar machines
- Frequent order lists
- Shows available exchange/remanufactured options
- Track outstanding core returns for credits due
- Purchase history

  Additional options available from www.empire-cat.com are:

- Equipment Management
  - On-Line Fluids Lab (Oil Sample Reports)
    - Track History for each component or machine
    - Custom graphing/charting trends
    - View Empire recommendations
- Vision Link-Vital Machine Operating Information (For machines equipped with Product Link, see below for Product Link details)
  - Asset Utilization
    - Hours
    - Fuel
    - Operation
  - Current Location (Google Maps)
  - Health Watch
    - Fault Codes
    - Fluid Analysis
    - Inspections (Requires Mobile App)

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- Geo Fencing
- PM Maintenance Tracking
- Production Tracking (requires additional accessories)
  - Pay Load monitoring
  - Project monitoring
  - Mass haul monitoring
- Vision Link also allows
  - Customized alerts
    - ✓Type of alert and who is notified
  - Exporting data through API feed
  - Customize groups, sites and projects

Vison Link is the software end of the information from the machine sensor transmitted by Caterpillar Product Link. Product Link devices. Product Link devices. Product Link devices are activated in VisionLink as a subscription service, or can be included in Empire service agreements (CVA Plus/Premium, TM&R plans).

Product Link is included on most qualifying Caterpillar machines. Product Link can be dealer installed, for a nominal fee, on machines that Caterpillar does not supply as standard equipment. Generally, Product Link will be included on nearly every Caterpillar machine listed in this RFP. With the exception of just a handful of smaller models, such as a 300.9 micro excavator, it will be included on most common machines the City of Tucson is likely to purchase from this contract. Product Link data reporting capability and frequency may vary, depending on machine capability and device type installed.

Technical Assistance and Documentation

Caterpillar Electronic Technician (ET) features:

- Displays parameter status
- Displays active diagnostics
- Clear and view logged diagnostics
- Performs diagnostic tests
- Print reports and diagnostic results
- Perform calibrations
- Displays current totals information, i.e. fuel consumption, operating hours, etc.
- Integration to help files

Technical Information, Service Information Systems (SIS)

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The following items are available from SIS WEB subscription at no additional charge to the City of Tucson as part of this proposal.

- Applied Failure Analysis
- As Shipped
- Custom Service Information
- Disassembly & Assembly
- Engine News
- Engine Performance Specs
- Engine Tool Guide
- General Service Information
- Kits Information
- Microfiche1
- Operation and Maintenance Manual
- Parts Identification
- Safety
- Schematic
- Service Magazine
- Special Instruction
- Specifications
- Systems Operation
- Systems Operation - Fundamentals
- Testing and Adjusting
- Tool Guide
- Tool Operating Manual
- Torque Specifications
- Truck Engine News

Empire Parts Service and Sales Representatives (PSSR) assigned to the City of Tucson will provide training with Caterpillar technical software. Product Support Sales Representatives work closely with all departments and divisions within Empire and will assist the City of Tucson with needs related to product issues and with navigating the Caterpillar product support offerings.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling dealer. Not all dealers are able to offer electronic invoices.

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Dealer Response

Is electronic invoicing available?

Electronic invoicing is available, if requested. Machine invoices will be generated after receipt of City of Tucson purchase order at

Empire. The invoice includes:

- Name of agency
- Department receiving (if supplied on purchase order)
- Contact name
- Machine serial number
- Machine price
- Applicable taxes
- Freight from Empire to agency
- Machine configuration (if requested)

Machine payments are due 30 days after receipt of invoice. Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

Is summary invoice available?

Yes

Are there other options on how an agency receives an invoice?

Invoices will be sent by mail, electronically or can be verbally requested for pick up.

Submit sample invoices.

Samples will be included in the ATTACHMENTS section of this RFP.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

Because machines are large purchases, customers will be assigned a sales representative to help ensure the process is executed without errors. Should something unexpected arise, the local dealer will have the ability to resolve any issues locally.

Defective products are covered by manufacturer's warranty.

Dealer Response

As described in Caterpillar's response, in most cases, working with Empire's Account Manager will alleviate wrong order issues. If Empire receives a purchase order and the quantity or configuration stated is, or seems not to be what was discussed, our Account Manager will attempt to notify both Procurement and the user department if Procurement approves.

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The vast majority of the time, we solve the issue at this stage. Errors of Empire's making are the responsibility of Empire. If the purchase order, or subsequent instruction in writing, is given by key personnel from the City of Tucson and Empire fails to correctly order the product, Empire will bear the expense of correcting it. If the item is in excess of what was ordered, Empire will remove it. If the item cannot economically be removed and it does not interfere with the production, safety, operator comfort, or expose the City of Tucson to additional operational expense, Empire may elect to leave it on the machine at no charge to the City of Tucson.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response (only)

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract.

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been scored to the respective industry. The sales are compiled monthly and reported back to OMNIA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response (only)

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response (only)

The buying agency and dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6. Other

a. Describe any government rebate programs that may be applicable.

Caterpillar Response (only)

No specific governmental rebate programs are currently available.

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B. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces. Include your current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses, and retail network, where applicable. Describe your coverage of the United States.

Caterpillar Response (only)

For more than 90 years, Caterpillar Inc. has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2020 sales and revenues of $42 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives.

The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is the market leader and holds the highest North American share of the heavy equipment business. This leadership also extends to sales to governmental agencies. These figures are based on sales that have been publicly reported by our competition and does not consider market share adjustments for those not reporting.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Cat dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

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2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 45 dealers are in the United States, 2 in Canada and 114 located outside North America.

Caterpillar and Cat Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Cat dealers also will provide parts and service support. All Participating Dealers are financially healthy with no outstanding issues that would disrupt service within these territories. Cat dealers average more than 60 years of experience within their respective territories. Specific information about dealers is located on:
http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 59,000 total employees. Many dealers have enough opportunity in the governmental market to employ salespersons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to the product support business.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Tirena Pavelka
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-675-1589
pavelka_tirena_l@cat.com

Dealer Response

For dealer support related to this contract, please contact:

Shane Frazee
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8224
Cell: 520-330-8612
Email: shane.frazee@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: ty.robertson@empire-cat.com

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4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 96 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and OMNIA for the past five years. The performance under contract # 161534 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

Dealer Response

References:

City of Phoenix
Contact: Lance Carlson, Equipment Control Specialist
2441 S. 22nd Ave., Phoenix, AZ 85009
602-262-4788
lance.carlson@phoenix.gov

Maricopa County
Contact: Gidget Vigil, Equipment Manager
3325 W Durango St. Phoenix, AZ 85009
602-506-4674
gidgetvigil@mail.maricopa.gov

Mohave County
Contact: Randy Janssen, Public Works Equipment Fleet Manager
3675 E Andy Devine. Kingman, AZ 86402
928-716-3020
randy.janssen@mohavecounty.us

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5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (only)

Please review Caterpillar's Annual Report in this link:

https://reports.caterpillar.com/ar/index.php

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Cat dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall, our technician capability is second to none.

Dealer Response

Empire Machinery's response is for Empire's territory only. All Cat Dealers employ service personnel, with all levels of experience, but will vary from dealer to dealer.

Empire employs over 1,600 trained technicians throughout Empire's territory. These technicians are highly trained, and the majority have job site experience in all industries including, but not limited to:

- Landfill
- Governmental
- Heavy Construction
- Highway / Road Construction
- Paving
- Mining
- Forestry
- Agriculture
- Power Generation
- Quarries & Aggregates
- Residential Construction
- Recycling

Additional Services Information

Empire Machinery provides the largest investment of any competitor in the following areas.

Service: Empire provides the largest number of both shop and field technicians in the State of Arizona. From the best data we can gather, we have more staff in each of the service areas than all of our competitive vendors combined.

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Empire Service Capacity Statistics (statewide):

- Field Service Technicians: 400+
- Service Trucks: 300+
- In Shop Technicians: 550+
- Technical Communicators: 13
- Service Managers: 27+ (all former shop or field technicians)
- 100+ Shop Lead persons
- 40+ Welders
- Average length of time in Service for all technicians: 10.5 years
- Many technicians at Empire stores have over 25 years of experience for other technicians to draw from

Years of experience in service staff are important to the customer. One of the highest costs of Ownership and Operating (O&O) costs is downtime. The faster a vendor can dispatch and arrive at a down machine (based on truck fleet capacity), trouble shoot the problem (based on experience, access to information or additional expertise), select and confer repair options with the customer, repair the machine (based on truck tool box capacity), only then can the absolute lowest expense be achieved, returning the machine to production.

It is difficult to quantify savings from assessing truck capacity and capability when trying to compare one vendor to another. The parts and labor expense in the cost of a work order are easier to compare and tend to be what receives focus rather than the difficult task to determine downtime expense or savings. The primary mission, and Empire's extensive investment in our Parts and Service Departments, is focused on reducing downtime expenses while being as efficient as possible.

Value Added Support Services

The ability of the local dealer to provide value added support services is an important consideration in the purchase of heavy equipment. Empire provides many of these value added services to reduce the operating cost and risk of machine ownership.

The following is a summary of Empire's value added services:

- Tractor Machining – With tremendous capacity for component restoration and repair, reuse and rebuild of machine components (ISO 9001:2015 Certified)
- Empire Hydraulic Service – Operating multiple shifts and capable of full service for all hydraulic brands (ISO 9001:2015 Certified)
- Empire Transport – Heavy haul with a fleet of 50+ trucks and capable of hauling loads up to 170,000 lbs. in the event of any emergency
- Empire Training Institute – Provides both technical and non-technical training programs for EMPIRE employees, customers and other Caterpillar dealers via classroom and web-based training courses

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- Technology Products and Services – Sitech Southwest, a wholly owned subsidiary of Jeff Whiteman (CEO of EMPIRE), offering a full range of technology solutions and technology support.
- Wear Analysis – Empire's own laboratory, processing 142,000 samples annually (ISO 9001:2015 Certified). The wear analysis allows a customer to repair a component or tractor before failure.
- In-Shop Services – With multiple shifts, over 550+ factory certified technicians and Empire's capability as the largest powertrain rebuild dealer in North America.
- Field Service Capability – 24 hours/7 days availability of over 300 field service trucks, along with Empire's most experienced technicians (10.5 years average experience)
- Empire Power Systems – Provides turnkey solutions, service and temporary power for data centers, life support systems, telecommunication and construction. Empire also offers reliable, cutting edge solar solutions to commercial customers.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response (only)

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop any defects to external customers – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership. A detailed pre-delivery inspection will be performed. Any deviations from expected condition or operational performance will be noted, reported, and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

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C. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum allowable price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Cat Dealer will be required to honor.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation will be priced at the supporting Cat Dealer's discretion no higher than prevailing market rates.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Operating Lease contracts. Rates and terms will be determined locally.

To provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. Except for Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealer's rental fleet. At their discretion, Cat Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

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Parts, service work and rental are also available through this contract. There is no national price list for these and as such prices will be determined locally based on volume of purchases and prevailing market rates.

All pricing discounts will be included in the "Pricing Structure" attachment in the ATTACHMENTS section of this RFP.

Dealer Response

- CONFIDENTIAL - (Request confidential treatment)

Empire Machinery and other dealers across North America who choose to participate, offer the following parts, service, rental, and accessories discounts as part of RFP# 212816.

Dealer Related Parts, Service, Rentals, and Accessories	Minimum List/Card Discount
Rental Rate Discount	15%
Used Machines Purchase Discount	20%
GET (Ground Engaging Tools) Discount	25%
Base Edge and Adapters	14%
Filter Discount with TM&R Agreement	20%
Undercarriage Discount	15%
Power Systems Rental Rate	15%
Power Systems Used Purchase Discount	20%
Used Work Tools	14%

Allied product discounts will be included in the "Pricing Structure" attachments in the ATTACHMENTS section of this RFP.

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will also vary widely. However, some models include the cost of freight in the List Price of the machine.

If the customer chooses to have the dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the dealer's place of business. The dealer will quote actual shipping and prep costs for each machine quoted through this contract.

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Dealer Response

Freight is calculated in two different manners, depending on model, for Caterpillar:

- Caterpillar Included in Price: For every Caterpillar construction model listed in this RFP, freight is included in the list price and is not a line item on the price list. Caterpillar dealers have zero control on this process. Caterpillar models handled in this manner are referenced as "FOB Dealer" in the Caterpillar price pages. For Empire, the majority of our Caterpillar orders are shipped directly to Empire's Eloy facility where we prep the machine prior to sale. The only freight cost charged would be if Empire delivers the machine(s) from Eloy to the City of Tucson yard or jobsite. This freight cost will be shown as a line item on the quote, prior to delivery. Empire does not "mark-up" or profit from freight. This is a "pass through" expense to the City of Tucson.

- Empire Quoted: On some regional type models such as larger mining machines, Empire is responsible for the freight from either the factory or the port. Empire utilizes an RFP to quote pricing in advance for each of these models. Five to seven national freight companies compete against each other using this bid system. Empire will use this pricing methodology to determine the freight on each individual model.

- Allied Products: Allied freight varies from manufacturer to manufacturer. Some provide managed freight; some quote dealers "FOB" their factory. Empire will provide a written quote from the vendor at time of quotation to recapture these freight costs. Depending on the product, delivery freight from Empire's location to the City of Tucson may apply. Same terms as described above in the first bullet, "Caterpillar Included in price", will apply.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

Several factors will come into play when looking at possible price adjustments. Given that our machines and their components are largely made up of a variety of metals, commodity prices will have a significant impact on how pricing is adjusted moving forward. Combined with the fluctuation in fuel cost, rubber prices as well as the cost associated to the development of technologies associated to meeting emissions regulations, we expect the prices of heavy equipment to continue to rise. With this uncertainty, Caterpillar is asking that the most current published pricing be that which is used in the quotation of equipment for this contract by the supporting Cat Dealers. Failure to do so may limit Caterpillar's ability to commit to the pricing terms as outlined in this solicitation.

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Typically, price changes go into effect on the first business day of the calendar year. However, Caterpillar reserves the right to adjust prices up or down as needed with an understanding that price changes may impact purchase intentions. Pricing is typically based on the date a machine ships from the factory.

When Caterpillar determines a need to make price list corrections/reductions we reserve the right to adjust discount structures as long as that discount change is not detrimental to the customer.

With more than 300 products, Caterpillar introduces new products and removes outdated products periodically throughout the year. Caterpillar will provide the City of Tucson an updated equipment list and discount structure when these changes take place.

Past and Future Price Increases	
JAN 2018	-8 – 0%
JUL 2018	1.5%
JAN 2019	0 – 4%
JAN 2020	1 – 2% plus 2% - 9 emissions on D6, D6XE
JAN 2021	0 – 3.2%
JUL 2021	2%
OCT 2021	0 – 5%

Dealer Response

Empire will honor our discount from Caterpillar list prices to the City of Tucson for the term of the awarded contract. However, as a dealer we have no control over when the manufacturer announces price increases or how much those increases will be. Over the last three years, the prices have changed hundreds of times.

With regards to price list changes, Caterpillar modifies the price pages often. These adjustments affect base price, configuration item price, internal vendor change, causing a reference number change, etc.

Listed below are a few examples of the number of times Caterpillar made price adjustments between 01/01/2021 and 09/01/2021.

Model	**Price List Changes**
M318	11
308	10
CB2.7	8

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4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Cat Dealers are independently owned and as such Caterpillar does not have the authority to dictate pricing. The discounts being supported by Caterpillar in this proposal are the best discounts Caterpillar currently offers to Cat Dealers on a national scale. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Cat Dealers will have the flexibility to extend the lowest price possible to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Dealer Response

Above and beyond the discounts stated in the price proposal/discounts section of this RFP, Caterpillar or Allied manufacturers may offer additional discounts beyond the minimum table. These incremental discounts may be short term (seasonal) programs or multiple unit discounts for a single transaction.

Incremental or additional discounts come from cycles of increasing or decreasing demand from the marketplace. If a manufacturer cannot produce the quantities to supply the opportunity, their incremental discounts are usually zero. Conversely, if they are targeting a new product, have over produced, or feel they are losing crucial market share in a region, they may offer dealers a temporary or seasonal additional discount with the intent it will incentivize dealers to stock more, or end users to pull purchases forward.

In the event additional or incremental discounts are available, Empire will pass these discounts on to the City of Tucson when "current" pricing quotes are requested. These quotes will show the contract minimum discount along with any additional or incremental discount and their expiration dates. These incremental discounts are usually labeled as "incentives" and they can have a very short life. Empire will explain to the City of Tucson their origin, amount and termination date.

Occasionally, Empire can negotiate termination extensions when the City of Tucson wants to take advantage of an incremental discount, but requires additional time to secure funding and approval. Empire is compelled to add: "Occasionally" means we are successful at securing extensions fewer times than not.

Empire offers a guaranteed buyback program for governmental clients only

Empire offers a minimum buyback for a certain duration of time or hour range. Buybacks allow agencies to predict what their machine is guaranteed to be worth, based on the length of term they choose and the hours they will put on it. The terms are usually between three (3) and seven (7) years and are usually based on 500 to 1,000 hours of usage per year.

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This allows Agencies to easily determine the ownership cost, of what a machine costs them, over a certain period of time or by the hours they need to operate a machine. All buybacks are subject to Empire's return "terms and conditions" and require a signature of acceptance. A copy of Empire's buyback terms and conditions will be provided upon request.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response (only)

No additional volume rebate program is included in this proposal, however customers and their local Cat Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response (only)

None available at this time

7) As stated in the Instructions to Offerors, Discounts, the price(s) herein can be discounted by _____0_%, if payment is made within __N/A__ days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card? ____Yes __X*__No

a. If yes, can commercial payment(s) be made online? ___Yes _____No

b. Will a third party be processing the commercial credit card payment(s)? ____Yes ___No

c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).

d. If "no" to above, will consideration be given to accept the card? __X*_Yes ___No

Caterpillar Response (only)

*Commercial Credit Card acceptance (online or in person) limits are determined by the selling dealer. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local dealer. Each independent dealer structures their business as they deem appropriate and can advise on transaction fees and processing systems.

Cat dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

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9) Does your firm have a City of Tucson Business License? __X__Yes _____No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license.

The local Caterpillar dealer, Empire Machinery, does have a City of Tucson Business license.

Dealer Response

A copy of the City of Tucson Business License issued to Empire Southwest LLC (dba Empire Machinery) is included in the ATTACHMENTS section of this RFP.

E.2 Forms to Be Filled out by Vendor

Please ensure that all required information is included with your offer:

A. Living Wage Certification Form (If applicable)

B. Pricing Proposal

C. Any Solicitation Amendment(s)

D. Offer and Acceptance Form

E. OMNIA Partners - Exhibits

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F. SPECIAL TERMS AND CONDITIONS

F.1. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS: The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, OMINA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

F.3. PAYMENTS: All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this proposal.

F.4. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR: In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation, or dissolution.

F.5. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled, or extended as otherwise provided herein. The Contractor agrees that the City shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

Any, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

F.6. PRICE ADJUSTMENT: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

F.7. MODIFICATION OF TERMS: A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the Contractor as a condition of their intended purchase transaction. If the Contractor chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract.

F.8. BRAND OR TRADE NAMES Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer

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by any vendor but is only listed in order to advise potential bidders/offerors of the requirements of the City. Any bid/offer which proposes like quality, design or performance will be considered.

F.9. CANCELLATION OF LEASE DUE TO INSUFFICIENT FUNDING

The successful Bidder/Offeror will be required to agree to the following:

The City reasonably believes that sufficient funds can be obtained to make all payments during each of the renewal terms. The City hereby covenants that it will do all things lawfully within its power to obtain and maintain funds from which the payments may be made, including making provisions for such payments to the extent necessary in each annual fiscal year budget submitted for the purpose of obtaining funding or by obtaining separate funding by a third party.

If after formal written budget request submitted by the City, the Mayor/Council does not allocate funds necessary to continue payments for the renewal term, the City may terminate this agreement at the end of the fiscal year term. Parties acknowledge and agree that it is their intent that funding by the City shall continue throughout the term of this agreement, but the parties recognize that such funding is subject to the provisions of A.R.S. Sec. 42-301, et seq. in the event of non-allocation of funds. Lessor shall have only the right and remedy of taking possession of the equipment.

F.10. COOPERATIVE PURCHASING

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Business Services Department or registered with OMNIA Partners are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.mesaaz.gov/home/showdocument?id=23638 for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each Participating Public Agency. The Contractor may negotiate additional expenses incurred as a result of Participating Public Agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Business Services upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

F.11. CONFLICTS OF INTEREST

An Offeror responding to this RFP acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure a Contract that may be awarded pursuant to this RFP upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the City of Tucson Mayor and Council or any employee of the City has any financial interest in Offeror's firm. In addition, all communications regarding this solicitation shall be directed to

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the Department of Business Services. Interested Offerors shall refrain from engaging in any communication (written or verbal) regarding this solicitation or the matters involving this solicitation or TCC operations with any other City staff, Mayor & Council or staff of Mayor & Council.

The City reserves the right to disqualify an Offeror from further participation in the RFP process in the event the City determines that Offeror has an actual or apparent conflict of interest with the purposes of this RFP or has violated this Conflict of Interest.

Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Offeror, or any agent or representative of Offeror, to any officer or employee of the City, including the Mayor and Council and their staff, for the purpose of securing a Contract that may be awarded pursuant to this RFP, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of a Contract that may be awarded under this RFP, the City, may, by one (1) calendar day provide written notice to Offeror, terminate the right of Offeror to proceed under this RFP; provided that the existence of the facts upon which the City made such finding shall be an issue and may be litigated in an Arizona court of competent jurisdiction.

F.12. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered, and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

F.13. LIVING WAGE REQUIREMENTS

In accordance with the Tucson Procurement Code, Chapter 28, Article XV, providing for a living wage requirement for all employees supplying specific service to the City of Tucson, this solicitation, and the resulting Contract, is subject to the referenced Article. By signing the Offer and Acceptance page, Bidder/Offeror agrees to comply with the requirements of the Article. Such requirements include, but are not limited to:

A wage of no less than $10.86 per hour (with health benefits being provided to employees); or

A wage of no less than $12.15 per hour (without health benefits being provided to employees); and If health benefits are offered, an eligible contractor shall pay no less than 50% of the eligible employee’s health benefits premium.

In accordance with Sec. 28-157 (f) of the Tucson Procurement Code, if health benefits are offered to an eligible employee under an eligible Contract, proof of the above compliance shall be provided by the successful Bidder/Offeror upon notification by the City of its intent to award a Contract.

Notwithstanding the Severability clause, under Standard Terms and Conditions, if the provisions of this clause become unenforceable for any reason, the City reserves the right to terminate this Contract without penalty or liability. In the event the City negotiates an adjustment to the terms, conditions, or price acceptable to the parties, then this Contract shall continue until expiration.

Compliance with Wage Requirement: The City's Director of Business Services shall monitor compliance, including the investigation of claimed violations, and may promulgate administrative rules and regulations to implement and enforce this Article. In the event of any violation of the provisions set forth in this Article, the responsible Contractor and any applicable subcontractors shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The City's Director of

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Business Services is additionally authorized to take any one or more of the following remedies in the event of a written determination of noncompliance:

- Liquidated damages paid to the City in the amount of $50.00 for each incidence of non-compliance for each day of non-compliance and/or each day it continues;
- Suspension of further payments under the Contract until the violation has ceased;
- Suspend and/or terminate the Contract for cause; and/or
- Debar or suspend the Contractor or subcontractor from future City contracts pursuant to Tucson Procurement Code, Chapter 28, Article IX.

Protests or appeals of the Director's remedies for non-compliance shall be in accordance with Article IX.

Records for Wage Requirement: The Contractor and any applicable subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the City's Director of Business Services, and shall permit such representatives to interview employees during working hours on the job. If the Contractor and any applicable subcontractor fails to submit the required records or make them available, the Director may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Article IX.

Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

All inquiries regarding the Living Wage program may be directed to the Contract Officer responsible for this solicitation.

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G. INSURANCE REQUIREMENTS

G.1. The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

G.2. Commercial General Liability

Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability:

Each Occurrence: $1,000,000

General Aggregate: $2,000,000

Products & Completed Operations Aggregate: $2,000,000

Personal and Advertising Injury: $1,000,000

Blanket Contractual Liability: $1,000,000

G.3. Commercial Automobile Liability

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.

Combined Single Limit: $1,000,000

G.4. Worker's Compensation (Applicable to the State of Arizona)

Per Occurrence: Statutory

Employer's Liability: $1,000,000

Disease Each Employee: $1,000,000

Disease Policy Limit: $1,000,000

G.5. Garage Liability & Garage Keepers Liability – In addition to I, II, III

Garage Liability Limit $1,000,000

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Garage Keeper's Liability – Direct Primary Coverage

Each Auto Limit: $500,000

Each Occurrence Limit: $1,000,000

*Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

G.6. Claims Made Insurance Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

G.7. Additional Insurance Requirements

All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

A. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

B. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.

C. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

G.8. Notice of Coverage Modifications

Any changes material to compliance with this contract in the insurance policies above shall require (10) days written notice from the contractor to the City of Tucson. Such notice shall be sent directly to the Procurement Division.

G.9. Acceptability of Insurers

Contractors' insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G.10. Verification of Coverage

Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after

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completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

G.11. Subcontractors

Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G.12. Exceptions

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

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H. STANDARD TERMS AND CONDITIONS

H.1. ADVERTISING

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

H.2. AFFIRMATIVE ACTION

Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

H.3. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

H.4. APPLICABLE LAW

This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

H.5. ASSIGNMENT-DELEGATION

No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Business Services. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

H.6. CHILD/SWEAT-FREE LABOR POLICY

The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

H.7. CLEAN UP

The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat, and workmanlike condition.

H.8. COMMENCEMENT OF WORK

The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

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H.9. CONFIDENTIALITY OF RECORDS

The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

H.10. CONTRACT AMENDMENTS

The Business Services Department has the sole authority to:

A. Amend the contract or enter into supplemental verbal or written agreements;

B. Grant time extensions or contract renewals;

C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Business Services. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Business Services Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

H.11. CONTRACT

The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Business Services, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

H.12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

H.13. DUPLEXED/RECYCLED PAPER

In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

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H.14. EQUAL PAY

The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e et.seq.; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

H.15. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

H.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

H.17. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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H.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

H.19. HUMAN RELATIONS

Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

H.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

H.21. INDEPENDENT CONTRACTOR

It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such

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expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

H.22. INSPECTION AND ACCEPTANCE

All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

H.23. INTERPRETATION-PAROL EVIDENCE

This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

H.24. ISREAL BOYCOTT DIVESTMENT

Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

H.25. LICENSES

Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

H.26. LIENS

All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

H.27. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

H.28. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

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H.29. OVERCHARGES BY ANTITRUST VIOLATIONS

The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

H.30. PAYMENT

The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

H.31. PROTECTION OF GOVERNMENT PROPERTY

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Business Services. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

H.32. PROVISIONS REQUIRED BY LAW

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

H.33. RECORDS

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

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Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

H.34. RIGHT TO AUDIT

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract

H.35. RIGHT TO ASSURANCE

Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

H.36. RIGHT TO INSPECT

The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

H.37. RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict

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performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

H.38. SEVERABILITY

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

H.39. SHIPMENT UNDER RESERVATION

No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

H.40. SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Business Services.. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

H.41. SUBSEQUENT EMPLOYMENT

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Business Services is received by the parties to this Contract, unless the notice specifies a later time.

H.42. TERMINATION OF CONTRACT

This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

- In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

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- In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;
- The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
- In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;
- The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

H.43. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

H.44. WARRANTIES

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

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ATTACHMENT A
A - Exhibit B - OMNIA Partners Exhibits

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PPA ATTACHMENT#

OMNIA® PARTNERS

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Caterpillar: Confidential Green

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Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Heavy Equipment, Parts, Accessories, Supplies and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

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These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

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The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $25 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be

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the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the

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Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

For more than 90 years, Caterpillar Inc. has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2020 sales and revenues of $42 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and provides financing and related services

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through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealers have been owned by the same family for multiple generations.

Caterpillar is the market leader and holds the highest North American share of the heavy equipment business. This leadership also extends to sales to governmental agencies. These figures are based on sales that have been publicly reported by our competition and does not consider market share adjustments for those not reporting.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Cat dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

B. Total number and location of salespersons employed by Supplier.

Cat machines and engines are distributed principally through a worldwide network of dealers. In the United States there are 45 dealers, two in Canada and 114 located outside North America.

Caterpillar has a team of 45 sales reps that support our dealer network in achieving their sales goals. In addition, each dealer has a sales team that supports the end customers.

C. Number and location of support centers (if applicable) and location of corporate office.

Cat machines and engines are distributed principally through a worldwide network of dealers. There are 45 dealers in the United States, two in Canada and 114 located outside North America.

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Caterpillar and Cat Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Cat dealers also will provide parts and service support. All Participating Dealers are financially healthy with no outstanding issues that would disrupt service within these territories. Cat dealers average more than 60 years of experience within their respective territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 59,000 total employees. Many dealers have salespersons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

D. Annual sales for the three previous fiscal years.

2018 - $54.7B

2019 – $53.8B

2020 – $41.7B

a. Submit FEIN and Dunn & Bradstreet report.

- Caterpillar's Employee Identification Number is 37-0602744
- Please refer to vendor's response section, Dunn & Bradstreet

E. Describe any green or environmental initiatives or policies.

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

https://reports.caterpillar.com/sr/index.php?_ga=2.30262591.1428625582.1630336780-1389673808.1608044669

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F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Two CAT dealers in North America are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our NA dealer network who hold the titles of President, Vice President or Director.

One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service-disabled veteran-owned, small, disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.

Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). WE also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.

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Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for diverse supplier inclusion by measuring drivers, such is the number of sourcing projects, which include Diverse Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). WE also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.

I. Describe how supplier differentiates itself from its competitors.

BEST OVERALL VALUE / LOWEST LIFE CYCLE COST:

CAT products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government

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agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. OMNIA Partners members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.

CAT SAFETY SERVICES / SAFETY FEATURES:
In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.

In addition to built-in safety features, we also offer a suite of aftermarket products and services that are unique in the industry.

Caterpillar Safety Services offers culture, jobsite and leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at www.cat.com/safety. These products and services are available at a 15% discount from the list price.

Technology Enabled Safety Solutions are tangible products designed to assist the implementation of a safety culture. We are pleased to offer these unique products at a 5% discount off list price.

PRODUCT ATTRIBUTES:
Each product we sell offers unique operating, safety, and cost-savings advantages that are exclusive to Caterpillar. It is outside the scope of this response to itemize these differentiators. However, we provide many details on our web page at www.cat.com.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Regarding present and past litigation, Caterpillar, its subsidiaries and divisions strive to conduct business using a strict Code of Conduct. When litigation does occur, we take is seriously. Any current or past litigation will not keep Caterpillar from meeting its contract obligations. Caterpillar has never filed for bankruptcy nor had material reorganizations that will impact its ability to meet contract obligations.

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K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

N/A Caterpillar Inc. is a publicly held corporation

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation include but are not limited to:

Articulated Trucks
Asphalt Pavers
Backhoe Loaders
Cold Planers
Compactors (including landfill)
Compact Track Loaders
Multi-Terrain Loaders
Dozers (including landfill)
Excavators
Forestry Equipment
Generators
Motor Graders
Off-Highway Trucks
Road Reclaimers
Site Prep Tractors
Skid Steer Loaders
Telehandlers
Track Loaders
Wheel Dozers
Wheel Excavators
Wheel Loaders
Wheel Tractor Scrapers (including landfill)

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Caterpillar products and services are distributed principally through a worldwide organization of dealers (dealer network), which includes 45 located in the United States, and two in Canada.

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C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Caterpillar has a dedicated governmental team in charge of training, communicating, and creating support programs for all the dealers in North America. This team will ensure all dealers are aware of the master agreement and its corresponding pricing. Participating agencies can reach out to the team to verify the pricing based on our price pages.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All North American Cat Dealers and or their subsidiaries will be involved in the processing, handling or shipping the products / services to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our principal manufacturing facilities include those used by the following segments in the following locations:

Segment	U.S. Facilities	Facilities Outside the U.S.
Construction Industries	**Arkansas:** North Little Rock **Georgia:** Athens, LaGrange **Illinois:** Aurora, Decatur, East Peoria **Kansas:** Wamego **Minnesota:** Brooklyn Park **North Carolina:** Clayton, Sanford **Texas:** Victoria, Waco	**Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang, Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallar **Indonesia:** Jakarta **Italy:** Minerbio **Japan:** Akashi **Mexico:** Torreon **Netherlands:** Den Bosch **Poland:** Janow, Sosnowiec **Thailand:** Rayong **United Kingdom:** Desford, Stockton

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Resource Industries	**Illinois:** Aurora, Decatur, East Peoria, Joliet **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Denison **Wisconsin:** South Milwaukee	**China:** Langfang, Wuxi **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuna, Monterrey, Reynosa **Northern Ireland:** Belfast **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
Energy & Transportation	**Alabama:** Albertville, Montgomery **California:** San Diego **Colorado:** Denver **Georgia:** Griffin, Alpharetta **Illinois:** Island Lake, LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Oklahoma:** Broken Arrow, Sulphur **North Carolina:** Winston-Salem **Kentucky:** Decoursey, Mayfield **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby, Redbank **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China**: Tianjin, Wuxi **Czech Republic:** Zatec, Zebrak **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Lame, Monkstown, Peterborough, Sandiacre, South Queensferry, Springvale, Stafford, Wimborne

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

SEE ALSO EXCEPTIONS DOCUMENT
Exception to section **3.4 Marketing and Sales, section A.**
Vendor requests verbiage to read as follows:

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

i. Training and education of your national sales force of your company, along with the dealer team within first 90 days

Initially, a National Press Release will be issued followed by a formal announcement of the award to Caterpillar's field force and Caterpillar's Dealer network. We anticipate this first communication to take place within the first 30 days.

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Supplier commits to market the Master Agreement and that its sales force will be trained to offering the Master Agreement to Public Agencies through OMNIA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA in accordance with the OMNIA Administration Agreement.

Along with these communications a training package will be developed and presented to Caterpillar's Dealer sales force. Due to the number of salesmen, multiple sessions may be required. The initial training package will have an expected delivery date of no later than 60 days after the announcement of the award. Along with the live training offering, a static training package will be added to Caterpillar's internal website for future reference.

Within this same timeframe Caterpillar will coordinate with OMNIA representatives regarding any additional communication and or training opportunities to promote the Master Agreement.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

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- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

SEE ALSO EXCEPTIONS DOCUMENT
Exception to section **3.4 Marketing and Sales, section B.**
Vendor requests verbiage to read as follows:

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications.
   ii. Announcement, contract details and contact information published on the company website.
   iii. Design, publication and distribution of co-branded marketing materials.
   iv. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum.
   v. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

As noted previously, a National Press Release will be made within the first 30 days of the award. It will be up to the individual Cat Dealer to determine participation in supporting the Master Agreement and ultimately up to the end user to choose the best method of purchase to meet their individual needs.

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Caterpillar will commit resources to develop both hard and electronic marketing pieces for Cat Dealers to support this effort along with the inclusion of OMNIA's branding on any future cooperative contract advertising pieces.

As a member of the Vendor Council, Caterpillar is in full support of all NIGP efforts regarding cooperative purchasing and is planning to purchase and staff a booth space for the 2021 NIGP Annual Forum.

Caterpillar will support advertising initiatives that are in the form of electronic media pieces that will be distributed through the following online trade publications and networks:

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

SEE ALSO EXCEPTIONS DOCUMENT
Exception to section **3.4 Marketing and Sales, section C.**
Vendor requests verbiage to read as follows:

C. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Caterpillar presently holds four cooperative contracts. Those contracts are Sourcewell Heavy Equipment Contract # 032119; Sourcewell CAT Diesel & Natural Gas Generator Sets Contract # 120617; Sourcewell Rental Contract # 062320; and NASPO Heavy Equipment Contract # OK-SW-192.

For purposes of this proposal, all heavy equipment cooperative contracts provide the same product offering and discount structure.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

See attachment "OMNIA Trademark License Addendum", provided in the ATTACHMENTS section of this RFP.

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E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated to the Master Agreement will clearly communicate the advantages as noted in **Section 3.4 Marketing and Sales, subsection A and B.**

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated with the Master Agreement will be completed as noted in **Section 3.4 Marketing and Sales, subsection A and B.**

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

Nationally, the contract will be managed by:

Tirena Pavelka
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-675-1589
pavelka_tirena_l@cat.com

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H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Caterpillar's North American field force is divided into eight districts including Canada. Each district has marketing representatives that are responsible for working with assigned dealers within their territory. The eight districts are divided into a Western Region and an Eastern Region. Both a Western Region Manager and an Eastern Region Manager report to Patrick Kearns who serves as the Americas Industry Region Manager.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Through our governmental specialists and the contract manager, Caterpillar will develop training materials along with marketing initiatives specific to the cooperative purchasing model to ensure that dealers are equipped with the necessary tools to present the message to the customer with confidence

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

The contract manager will be the single point of contact for any issues related to supporting, maintaining, and promoting the contract. It will be up to each individual dealer to identify those customers that would benefit from the program's use and will promote it accordingly

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Caterpillar's governmental sales in 2020 were $999M from 5,200 units.

Customers who purchase Caterpillar equipment are ultimately the customers of the Cat Dealers who serve them. As such Caterpillar does not require dealers to provide the contact information for their customers unless extenuating circumstances mandate it. Caterpillar also regards all customer transaction information as confidential and reserves the right to withhold such information until such time a legal requirement would warrant it.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Caterpillar has a number of systems that manage the intake of orders from dealers and then to record and manage dealer sales to public agencies. Those systems vary depending on which products and services are sold.

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L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Caterpillar does not guarantee contract sales volume, however, raising the admin fee to 2% of transaction price (1.4% of list price), if a non-competitive award is granted, is equivalent to a 25% sales volume increase vs our goal for 2021. Caterpillar also guarantees to work directly with OMNIA's team on a regular basis to monitor contract sales volumes and take action as needed to meet jointly set goals. Caterpillar expects to set goals on an annual basis that will grow this contract.

NOTE: Caterpillar recognizes that the City of Tucson and other participating agencies may have needs outside of the range of products offered by Caterpillar and its dealer network. To that end, we recognize that a non-competitive "multi-award" is acceptable to grow the volumes of this contract.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

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Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this____day of _____ 20_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the_____(the "**Principal Procurement Agency**") has entered into a Master Agreement effective_____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

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TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

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communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

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Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of percent (%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

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Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

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21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

25. Signature acceptance is contingent on exceptions requested. SEE EXCEPTIONS DOCUMENT ATTACHMENT.

[CATERPILLAR INC]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
DocuSigned by: Patrick Kearns 68A87926721B4E0...	
Signature	Signature
Patrick Kearns	Sarah Vavra
Name	Name
North America Industry Manager	Sr. Vice President, Public Sector Contracting
Title	Title
September 10, 2021	
Date 9/17/2021	Date

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Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

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3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

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OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

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Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as_____of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

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Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00											
			Contract Number:		Admin Fee %												
			Reporting Period:		Total Admin Fee	$0.00										FOR OMNIA USE ONLY	
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

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Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES DS pk Initials of Authorized Representative of offeror

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(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES_____Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES_____Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES_____Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DS PK Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES DS PK Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES DS PK Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES DS PK Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES DS PK Initials of Authorized Representative of offeror

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CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES DS PK Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Caterpillar Inc

Address, City, State, and Zip Code: 100 NE Adams St, Peoria IL 61629

Phone Number: 309 675 5181 Fax Number:

Printed Name and Title of Authorized Representative: Patrick Kearns, North America Industry Manager

Email Address: Kearns_Patrick@cat.com

Signature of Authorized Representative DocuSigned by: Patrick Kearns 68A87926721B4E0... Date: September 10, 2021

Version July 27, 2021

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FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

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Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

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a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do thefollowing:

    i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and AssistedConstruction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all

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suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

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Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of thissection.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of thissection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of thissection.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case

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Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicablestandards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency

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will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided byFEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardlessof amount.

3. The contract is for federally-required auditservices.

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4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of$25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

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Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Caterpillar Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the

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Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Patrick Kearns
68A87926721B4E0...

Signature of Contractor's Authorized Official

Patrick Kearns, North America Industry Manager

Name and Title of Contractor's Authorized Official

September 10, 2021

Date

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11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

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Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the UnitedStates.

13. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

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Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Caterpillar Inc

Address, City, State, and Zip Code:100 NE Adams St, Peoria IL 61629

Phone Number: 309 675 5181 Fax Number:

Printed Name and Title of Authorized Representative:
Patrick Kearns, North America Industry Manager

Email Address: Kearns_Patrick@cat.com

Signature of AuthorizedRepresentative DocuSigned by: Patrick Kearns 68A87926721B4E0...

Date: September 10, 2021

Caterpillar: Confidential Green

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Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration CertificateNew Jersey

suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

NOTE: Caterpillar currently does not use OMNIA in the State of New Jersey. If Caterpillar is awarded RFP 212816, we will make sure that the local dealer complies with all necessary local regulations for use of the OMNIA master agreement in the State of New Jersey.

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DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Version July 27, 2021

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DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

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NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I,_____residing in _____
(name of affiant) (name of municipality)
in the County of_____and State of_____of full age, being duly sworn according to law on my oath depose and say that:

I am_____of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled_____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

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DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

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P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

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DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this____day of_____, 2_.

_____
(Affiant)

(Notary Public)

~~(Print name & title of affiant)~~

My Commission expires:

(Corporate Seal)

Caterpillar: Confidential Green

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DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

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DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

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DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name:_____ Title: _____

Signature:_____ Date: _____

Caterpillar: Confidential Green

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DOC #9

MCBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #:_____ **VENDOR/BIDDER:** _____

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of theparty.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature Date

Print Name and Title

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Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR

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CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT

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LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR

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CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR

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BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR

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CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR

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FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR

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JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR

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MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR

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OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR

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RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR

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TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

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WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT

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YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

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HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

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SUBCONTRACT AGREEMENT FOR

GOVERNMENT AND OTHER COOPERATIVE PURCHASING CONTRACT(S)

BETWEEN [DEALER] AND CATERPILLAR INC.

This agreement ("**Agreement**") is entered into as of _____, 2020, between _____ [DEALER]_____, a _____ corporation with its principal place of business located at _____ ("**Dealer**") and Caterpillar Inc., a Delaware corporation with its principal place of business located at 520 Lake Cook Road, Suite 100, Deerfield, Illinois 60015 ("**Caterpillar**"). Caterpillar and Dealer are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

WHEREAS, Caterpillar (or its affiliates as applicable), and Dealer are, among other agreements, Parties to a certain Sales and Service Agreement and Distribution Agreement for Engines, Parts and Service ("**Dealer Agreements**"), which are the primary agreements governing their relationship, , and this Agreement is not intended to replace or modify such agreements; and

WHEREAS, Caterpillar may from time to time enter into government and other cooperative purchasing contracts (individually referred to as a "**Purchasing Contract**" and collectively as the "**Purchasing Contracts**") with certain governmental or purchasing cooperative entities (the "**Governmental or Cooperative Agency**") , pursuant to which Caterpillar agrees to certain terms and conditions for the provision of Cat Products and Services (as defined below) to the members of or participants in the Governmental or Cooperative Agency (the "**Customers**") ; such Purchasing Contracts are concluded for the benefit of Cat dealers in that Cat dealers are invited to participate in them;

WHEREAS, Cat dealers are invited to independently decide to provide Cat Products and Services to the Customers of the Governmental or Cooperative Agency pursuant to the terms and conditions of the Purchasing Contract as a subcontractor or as otherwise designated in such Purchasing Contract, by entering into a Schedule (as defined below) to this Agreement ; and

WHEREAS, the Parties desire to establish the terms and conditions pursuant to which Dealer may become a subcontractor of Caterpillar or otherwise provide Cat Products and Services under a Purchasing Contract as described herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth below, the Parties hereby agree as follows:

1. PURCHASING CONTRACTS AND SCOPE OF THIS AGREEMENT

(a) The Parties acknowledge and agree that Dealer is an independent business from Caterpillar and as such has the right to choose whether or not to accept the terms and conditions contained in any Purchasing Contract. In the event that Caterpillar enters into a Purchasing Contract and the Parties agree that Dealer should be a subcontractor or otherwise provide Cat Products and Services pursuant to such Purchasing Contract, the Parties shall enter into a schedule to this Agreement substantially in the form attached hereto as Exhibit A (each a "**Schedule**") and the Dealer shall become a subcontractor of Caterpillar or otherwise provide Cat

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Products and Services under such Purchasing Contract, subject to and in accordance with the terms and conditions of this Agreement.

(b) Caterpillar is or may be obligated to provide to Customers certain products and services as further defined in a Schedule (the "**Cat Products and Services**") pursuant to Purchasing Contracts and have certain duties, rights, and obligations in connection with such Purchasing Contracts.

(c) This Agreement governs the relationship between Caterpillar and Dealer in the performance of the Purchasing Contracts. To the extent this Agreement does not specifically provide otherwise, the relevant terms of the Dealer Agreements apply to the relationship between Caterpillar and Dealer. In the event of a conflict between this Agreement and the Dealer Agreement, this Agreement shall control only to the extent such terms are expressly required by the Purchasing Contract, or applicable Law (as defined below).

(c) All the terms, conditions, covenants and representations contained herein and in the Purchasing Contracts, except as modified by this Agreement, are hereby incorporated by reference and deemed to be a part of this Agreement as if fully set forth at length herein. As between Caterpillar and the Dealer the terms and conditions of this Agreement shall supersede any conflicting terms and conditions set forth in the Purchasing Contract.

2. DEALER RESPONSIBILITIES

Upon execution of a Schedule for a Purchasing Contract:

(a) Dealer voluntarily agrees to be bound by the applicable terms of the Purchasing Contract between Caterpillar and the Governmental or Cooperative Agency as if Dealer were a party to such Cooperative Agreement in place of Caterpillar, except as otherwise provided herein or in any applicable Schedule.

(b) Dealer acknowledges they have read the Purchasing Contract and agrees to voluntarily create contractual relationships between Customers under such Purchasing Contract and Dealer.

(c) The Purchasing Contract is for use by Customers as allowed by the Governmental or Cooperative Agency. Dealer shall sell to such Customers entitled to purchase Caterpillar Products and Services under the Purchasing Contract pursuant to the terms and conditions provided therein.

(d) Dealer shall execute the obligations that are typically within the Dealer's business pursuant to its Dealer Agreements with Caterpillar, including, without limitation, the sale and service of Cat Products and Services, or as otherwise directed by Caterpillar.

(e) As and to the extent permitted by and subject to the Purchasing Contract, Dealer shall have the right to establish its own prices for Cat Products and Services and other terms and conditions of sale. Any additional terms agreed to by Dealer and any Customer shall be solely between such parties.

(f) Upon request of Caterpillar, Dealer shall provide in a timely manner, any and all information reasonably requested by Caterpillar related to Dealer's provision of Cat Products and Services pursuant to the Purchasing Contract.

3. CATERPILLAR RESPONSIBILITIES

Upon execution of a Schedule for a Purchasing Contract:

(a) Caterpillar shall, at all times, retain sole responsibility for administration of any and all renewals, modifications, price list changes and changes to the terms and conditions of the Purchasing Contract.

(b) Caterpillar shall make available to the Dealer adequate information, data, assistance, instructions, and internal resources (collectively, the "**Information**") reasonably necessary or desirable for the Dealer to provide Cat Products and Services pursuant to the Purchasing Contract and this Agreement.

(c) Caterpillar shall assist, if necessary, to facilitate the Customers of the Purchasing Contract to timely make available to the Dealer adequate information, data, assistance, instructions, and internal resources reasonably necessary or desirable for the Dealer to provide Cat Products and Services pursuant to the Purchasing Contract and this Agreement.

4. MINIMUM CONTRACT VALUE

Unless otherwise expressly stated in a Schedule, no commitment of any kind is made by Caterpillar to Dealer concerning the quantity or value of Cat Products and Services to be sold by Dealer pursuant to the Purchasing Contract nor does Caterpillar make any representation or warranty or commitment with respect to usage of the Purchasing Contract by Customers.

5. PRICING

Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Purchasing Contracts will also be required to be offered by the Dealer to Customers under the Purchasing Contract.

6. INDEMNIFICATION

(a) Dealer hereby unconditionally and irrevocably agrees and undertakes, without objection, to hold Caterpillar, and its affiliates, and their directors, officers, employees and agents, representatives, successors and assigns (the "**Indemnified Parties**"), harmless and indemnified at all times against (a) all demands, claims, actions, proceedings (including, but not limited to, arbitration) arising from or related to the Purchasing Contract which may be threatened or made or brought against the Indemnified Parties and (b) all losses, damages, costs, charges and expenses, which the Indemnified Parties may suffer or incur or be put to by reason of or in consequence of or in connection with this Agreement or the Purchasing Contract, including, but not limited to, legal costs, expenses and lawyers' fees incurred by the Indemnified Parties in connection with any demand, claim, action or proceeding involving one or more of the

Indemnified Parties; provided that such demands, claims, damages, and losses are attributable to the performance or non-performance of Dealer's obligations under or related to this Agreement or the Purchasing Contract or otherwise related to Cat Products and Services sold by Dealer.

(b) Dealer further undertakes to do, perform and execute or cause to be done, performed and executed, any act, deed matter or thing which Caterpillar may require the Dealer to do for the purpose of holding harmless or indemnifying the Indemnified Parties.

(c) Dealer's indemnity of the Indemnified Parties shall not be considered discharged or extinguished by an intermediate payment or satisfaction of any part of a claim, loss or damage owed by Dealer to the Indemnified Parties by virtue of the indemnity obligation, but shall continue and shall extend to cover any and all claims, losses and damages until all the obligations of Dealer have been discharged.

7. LIMITATIONS ON LIABILITY

EXCEPT AS RESULTING FROM DEALER'S BREACH OF CONTRACTUAL, STATUTORY, REGULATORY, OR PERFORMANCE OBLIGATIONS OWED TO ANY GOVERNMENTAL OR COOPERATIVE AGENCY, CUSTOMERS OR OTHER THIRD PARTIES, IN NO EVENT SHALL A PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, RELIANCE, OR SIMILAR DAMAGES, LOSSES OR EXPENSES (INCLUDING LOST PROFITS, LOSS OF ACTUAL OR ANTICPATED BUSINESS, SAVINGS, COMPETITIVE ADVANTAGE, OR GOODWILL, OR THE INTERRUPTION OF THE OTHER PARTY'S BUSINESS) UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE.

8. TERM

(a) The term of this Agreement ("**Term**") shall begin as of the date of execution of this Agreement and shall continue until two (2) years following the date after which Caterpillar has not had any Purchasing Contract in effect unless terminated sooner in accordance with the provision of this Agreement. Notwithstanding the foregoing, Dealer represents that prior to the Term it has complied with any obligations resulting from Dealer's performance under any Purchasing Contract, whether resulting from obligations under the Dealer Agreements, statute, regulation, performance, or otherwise and agrees to indemnify Caterpillar for such obligations in accordance with Article 7.

(b) Caterpillar may terminate this Agreement if (i) Caterpillar shall find any representation or warranty of Dealer to be incorrect or misleading or (ii) Dealer shall materially breach any material warranty, covenant or obligation contained in this Agreement, and Dealer shall fail to cure such breach, if capable of cure, within thirty (30) days from the date written notice specifying the nature of the breach is received by Dealer from Caterpillar.

(c) Dealer may terminate this Agreement if (i) Dealer shall find any representation or warranty of Caterpillar to be incorrect or misleading or (ii) Caterpillar may materially breach any material warranty, covenant or obligation contained in this Agreement, and Caterpillar, as the case may

be, shall fail to cure such breach, if capable of cure, within thirty (30) days from the date written notice specifying the nature of such breach in received by Caterpillar from Dealer, provided, however, that Caterpillar has completed or terminated Caterpillar's obligations with respect to Dealer under the Purchasing Contracts.

9. INDEPENDENT CONTRACTORS.

It is the intention of the Parties that the relationship existing between them shall be that of independent contractor and that nothing contained in this Agreement, the Purchasing Contracts or done pursuant to this Agreement or the Purchasing Contract shall constitute Dealer as the agent of Caterpillar for any purpose whatsoever.

10. FORCE MAJEURE

Either Party shall be excused for any failure or delay in the performance of any of its obligations under this Agreement if such failure or delay is due to a strike, lockout, work stoppage, labor dispute, material shortage, utility outage, fire, flood, earthquake, hurricane, severe weather, act of God, accident, trade sanction, embargo, act of war, acts of terrorism, conditions caused by national emergency, an pandemic or any other act of cause beyond the reasonable control or without the fault of such party, whether similar to or different from the causes above enumerated (a "**Force Majeure Event**") for as long as such circumstances prevail. The Parties shall remain liable for those obligations under this Agreement that are not affected by the Force Majeure Event.

11. ENTIRE AGREEMENT; NO WAIVER

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior representations, agreements and other understandings, oral or written, between Dealer and Caterpillar with respect to the subject matter hereof. There are no representations, agreements or understandings, express or implied, relating to the subject matter hereof which are not fully expressed in this Agreement. Each Party agrees to use good faith efforts to agree on those matters set forth in this Agreement that are to be mutually agreed by the Parties; provided, however, that no failure to agree on any such matter shall invalidate this Agreement or entitle either Party to terminate it. No departure from the terms of this Agreement shall obligate either Party to permit any subsequent departure. No waiver or failure to exercise any option, right or privilege under this Agreement by either Party on any occasion shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

12. COMPLIANCE WITH LAWS

Dealer represents and warrants that it has read, understands, and has been in compliance, and agrees that it shall comply with all applicable laws, rules, regulations, directives, ordinances, orders, or statutes (collectively, the "Laws"), including, but not limited to government procurement statutes and regulations. Further, Dealer represents and warrants and agrees that it has not acted, shall not act, and shall not cause, directly or indirectly, any other party to act, in any manner that would cause Caterpillar to violate the Laws. By entering into any transaction

with a Customer pursuant to a Purchasing Contract, , Dealer is representing to Caterpillar that, at the time of entering into such transaction, it is compliant with this Article 12.

13. SURVIVAL

The provisions set forth in this Agreement, and any other provision that by its terms survive termination, shall survive the termination of this Agreement to the extent required for their full observance and performance.

14. CHANGE ORDERS AND AMENDMENTS

All mutually agreed changes to this Agreement shall be implemented through a written amendment to this Agreement which, when signed by both Parties, shall be deemed a part of this Agreement. No amendment to this Agreement shall be valid unless in writing and signed by both Parties.

15. NOTICES

When written notice is required by this Agreement, it shall be sent by certified mail, by courier, or by such method as will permit the sender to verify delivery, to the addresses set forth below:

For Caterpillar:	For Dealer:
Caterpillar Inc.	_____
520 Lake Cook Road, Suite 100 Deerfield, Illinois 60015	_____
Attn: Deputy General Counsel – Commercial	Attn: _____

SAMPLE COPY FOR REVIEW ONLY. NOT FOR SIGNATURE.

Notice shall be deemed received when actually delivered to the recipient as demonstrated by postal records, courier records or other method verifying the date of delivery. The addresses set forth above can be changed only by written notice.

16. INTERPRETATION

In the interpretation of this Agreement, insofar as possible, the intention of the Parties as expressed in this Agreement shall prevail over any presumption or construction implied or imposed by Law. The word "including" means including without limitation. The headings contained in this Agreement are for convenience only and are not to be considered in interpreting this Agreement. The Parties agree that the terms of this Agreement shall not be construed in favor of or against a Party by reason of the extent to which such Party participated in its preparation.

17. GOVERNING LAW; SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois, United States of America (regardless of the laws that might be applicable under its principles of conflict of laws). If any provision of this Agreement, or the application thereof, is determined by a court of competent

Caterpillar: Confidential Yellow

jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect, and such other provisions shall be interpreted so as best to reasonably effect the intent of the Parties. The Parties further agree to replace any such invalid or unenforceable provision with a valid and enforceable provision designed to achieve, to the extent possible under applicable law, the business purpose and intent of such invalid or unenforceable provision.

18. COUNTERPARTS

This Agreement may be signed in one or more counterparts, each to be effective as an original. Once signed by the Parties, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

[DEALER NAME]		**CATERPILLAR INC.**
By: _____	***SAMPLE COPY FOR REVIEW ONLY. NOT FOR SIGNATURE.***	By: _____
Name: _____		Name: Chris Gustafson_____
Title: _____		Title: Glb. Accounts & Allied Prod. Mgr.
Date: _____		Date: _____

Caterpillar: Confidential Yellow

Exhibit A
to
Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s)

SAMPLE ONLY, DO NOT COMPLETE BLANKS

SCHEDULE NO. _____

to

SUBCONTRACT AGREEMENT FOR
GOVERNMENT AND OTHER COOPERATIVE PURCHASING CONTRACT(S)
BETWEEN [DEALER] AND CATERPILLAR INC.

This Schedule No. __ is effective as of _____, _____ ("**Schedule**"), to the Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s), including any amendments and/or addendums thereto, by and between _____ ("**Dealer**") and Caterpillar Inc. ("**Caterpillar**") which was entered into as of _____, _____ ("**Subcontract Agreement**").

1. **Purchasing Contract**:

Caterpillar as entered into the Purchasing Contract attached hereto as **Annex A**, as summarized below.

Name of Purchasing Contract: _____

Purchasing Contract Identifier: _____

Governmental or Cooperative Agency: _____

Cat Products and Services: _____

2. **Agreement**:

Dealer shall be bound by the terms of the Purchasing Contract and obligated to perform as provided in the Subcontract Agreement as if Dealer were directly party to the Purchasing Contract in place of Caterpillar, as necessary for full performance under the Purchase Agreement, except as otherwise set forth in the Subcontract and this Schedule.

3. **Reporting and Fees**:

Dealer acknowledges that it is solely responsible for and obligated to pay any applicable fee for all Cat Products and Services or other products and services it provides as set forth in the Purchasing

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Contract. All reporting and fee payment obligations imposed on Dealer under the Purchasing Contract shall be made to Caterpillar directly in such manner and at such time as requested by Caterpillar, but in no event later than fifteen (15) business days before such report or payment is due to the Governmental or Cooperative Agency.

4. **Other Required Terms**:

[…..]

5. **Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s)**:

This Schedule is issued pursuant to the Subcontract Agreement. All of the terms and conditions of said Subcontract Agreement, including any amendments thereto, are incorporated herein and made a part hereof as if such terms and conditions were set forth in this Schedule.

[Signature to follow on the next page]

AGREED AND ACCEPTED:

[DEALER]		**CATERPILLAR INC.**	
By:	SAMPLE – DO NOT SIGN	**By:**	SAMPLE – DO NOT SIGN
Name:		**Name:**	
Title:		**Title:**	
Date:		**Date:**	

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Annex A
to
Schedule No. ____
to
Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s)

PURCHASING CONTRACT

[See attached]

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RFP 212816
Heavy Equipment, Parts, Accessories, Supplies and Related Services

ATTACHMENT B – City of Tucson

Certification of Living Wage Payments Form

(This form must be completed by the Contractor and each applicable subcontractor.)

Contract Number: RFP212816

Contractor or Sub Name: The Contractor, Caterpillar Inc does not pay local dealer personnel who work on this contract. If awarded, it will be Empire Machinery's responsibility to provide this information.

(Please Check Only One of the Following Two Options)

N/A I do hereby agree to pay all eligible employees working on the above-referenced contract a minimum of $10.86 per hour and provide health benefits. I also agree to pay at least 50% of the eligible employees' health benefits premium. Our firm's health insurance provider(s) are listed below:

Name of Health Insurance Company: _____

Address: _____

Telephone: _____

Fax Number: _____

Plan or Program Number: _____

Monthly premium paid by employer:_____Monthly premium paid by employee _____

Name of Health Insurance Company: _____

Address: _____

Telephone: _____

Fax Number: _____

Plan or Program Number: _____

Monthly premium paid by employer:_____Monthly premium paid by employee _____

N/A I do hereby agree to pay all eligible employees working on the above-referenced contract a minimum of $12.15 per hour. I **do not** offer health benefits to eligible employees working on this contract and/or I **do not** pay at least 50% of the eligible employees' health benefits premium.

Caterpillar Inc
(Contractor /Sub-Contractor Name)

September 10, 2021
(Date)

by DocuSigned by: Patrick Kearns
68A87926721B4E0...
(Signature)

Patrick Kearns, NA Industry Manager
(Title)

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. **212816**

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

AMENDMENT NO. **ONE (1)**

DATE ISSUED: **August 27, 2021**

The referenced document has been modified as per the attached Amendment No. **1**.

Please sign this Amendment where designated and return the executed copy with your PROPOSAL. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to Cynthia Thompson NIGP-CPP, CPPB, Principal Contract Officer at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov

BUSINESS SERVICES DEPARTMENT
SHARED SERVICES - PROCUREMENT
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-4134
ISSUE DATE: AUGUST 27, 2021

RFP NO.: 212816
RFP AMENDMENT NO.: 1

DUE DATE: SEPTEMBER 14, 2021
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR PROPOSAL.
THIS RFP IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): DUE DATE

The Due Date shall remain the same and is due on, ***TUESDAY, SEPTEMBER 14, 2021, at 2:00 P.M.,*** LOCAL AZ TIME.

ITEM NO. TWO (2): DEADLINE FOR SUBMITTING QUESTIONS

Pursuant to Instructions to Offerors, paragraph 3. Inquiries, the deadline to submit written questions shall be no later than ***SEPTEMBER 3RD, 2021, 4:00 p.m.*** Local Arizona Time. Questions received after this date may not be answered prior to RFP due date. Questions shall be submitted via email to Cynthia.Thompson@tucsonaz.gov

ITEM NO. THREE (3): PRE-PROPOSAL QUESTIONS AND ANSWERS

QUESTION: What pieces of equipment are being used at the City of Tucson Landfill?
ANSWER: The following is a list of current equipment used at the City of Tucson Landfill Operations, located at 5300 E. Los Reales Road, Tucson, AZ.

Quantity - 2, Caterpillar 836H Compactors
Quantity - 1, Caterpillar 836K Compactor
Quantity - 1, 980K Caterpillar loader
Quantity - 1, 980M Caterpillar loader
Quantity - 1, 914G Caterpillar loader
Quantity - 1, D6R Caterpillar dozer
Quantity - 1, D8T Caterpillar dozer
Quantity - 2, D9T Caterpillar dozers
Quantity - 1, 730EJ Caterpillar haul truck
Quantity - 1, 745C Caterpillar haul truck
Quantity - 1, 735WT Caterpillar water truck
Quantity - 1, 140M Caterpillar grader
Quantity - 1, 627G Caterpillar scraper
Quantity - 1, 613CW Caterpillar water wagon
Quantity - 1, 621GW Caterpillar water wagon
Quantity - 1, 375H Sullair air compressor
Quantity - 3, Magnum light towers

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-4134
ISSUE DATE: AUGUST 27, 2021

DUE DATE: SEPTEMBER 14, 2021
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

QUESTION: "Could equipment such as Refuse Handling units: ASL, Front and Rear Loaders be considered Heavy Equipment?"
ANSWER: Refuse handling equipment as mentioned in the question would not be considered 'Heavy Equipment" for the purposes of this RFP. It could be included in the "Allied" products, but it would not qualify as an evaluated product.

QUESTION: Please provide clarification on the ability of the Offeror to be State specific in OMINIA participation. As an example, could an Interested Offeror select only the States they currently consider their regional areas?
ANSWER: Pursuant to Attachment A – Exhibit B- OMINIA Partners Exhibit A-Response for National Cooperative Contract, 3.2 Distribution, Logistics, Offerors are encouraged to respond with their total service areas.

QUESTION: How does the City intend to make contract award?
ANSWER: To provide adequate contract coverage, and at the City's sole discretion, multiple awards may be made. If multiple awards are made, it will be up to each individual using department to determine which awarded Contractor they will use to meet their operational needs.

QUESTION: Please clarify, what is the City's estimated spend over the full potential Master Agreement term (5 years) for Heavy Equipment, Parts, Accessories, Supplies and Related Services?
ANSWER: The City anticipates spending approximately $11.8 million over the full potential Master Agreement term (5 years) for Heavy Equipment, Parts, Accessories, Supplies and Related Services.

END OF AMENDMENT

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

DocuSigned by:
Patrick Kearns
88A87926721B4E0...
Signature

09/10/21
Date

Patrick Kearns, North America Industry Manager
Print Name and Title

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. **212816**

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

AMENDMENT NO. **TWO (2)**

DATE ISSUED: **September 10, 2021**

The referenced document has been modified as per the attached Amendment No. **2**.

Please sign this Amendment where designated and return the executed copy with your PROPOSAL. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to Cynthia Thompson NIGP-CPP, CPPB, Principal Contract Officer at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-4134
ISSUE DATE: SEPTEMBER 10, 2021

RFP NO.: 212816
RFP AMENDMENT NO.: 2

DUE DATE: SEPTEMBER 21, 2021
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR PROPOSAL.
THIS RFP IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): DUE DATE

The Due Date is hereby ***changed*** and is due on, ***TUESDAY, SEPTEMBER 21, 2021, at 2:00 P.M.,*** LOCAL AZ TIME.

END OF AMENDMENT

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

DocuSigned by:
Patrick Kearns
68A8792672 1B4E0...
Signature

09/10/21
Date

Patrick Kearns, North America Industry Manager
Print Name and Title

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. **212816**

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

AMENDMENT NO. **THREE (3)**

DATE ISSUED: **September 15, 2021**

The referenced document has been modified as per the attached Amendment No. **3.**

Please sign this Amendment where designated and return the executed copy with your PROPOSAL. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to Cynthia Thompson NIGP-CPP, CPPB, Principal Contract Officer at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-4134
ISSUE DATE: SEPTEMBER 15, 2021

RFP NO.: 212816
RFP AMENDMENT NO.: 3

DUE DATE: SEPTEMBER 24, 2021
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR PROPOSAL.
THIS RFP IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): DUE DATE

The Due Date is hereby ***changed*** and is due on, ***FRIDAY, SEPTEMBER 24, 2021, at 2:00 P.M.,*** LOCAL AZ TIME.

END OF AMENDMENT

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

DocuSigned by:
Patrick Kearns
68A87926721B4E0...
Signature

09/16/2021
Date

Caterpillar Inc.
Company Name

Patrick Kearns, North America Industry Manager
Print Name and Title

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Contract 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Caterpillar, Inc. Insurance Documents

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Old Republic Insurance Company	24147
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Caterpillar Inc.
100 NE Adams Street
Peoria IL 61629 USA

COVERAGES **CERTIFICATE NUMBER:** 570095599830 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			MWZY31381322	07/01/2022	07/01/2023	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB 313812 22	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractual Liability is included in the General Liability policy. RE: Contract is for RFP 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services. City of Tucson is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of City of Tucson in accordance with the policy provisions of the General Liability and Automobile Liability policies.

Certificate No : 570095599830

CERTIFICATE HOLDER

City of Tucson
Attn: OMNIA Partners
City of Tucson RFP 212816
City Hall, 255 W. Alameda
8th Floor East
Tucson AZ 85701 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Caterpillar Inc.

Endorsement Effective Date: 07/01/22

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 CN101198626-CLS-WC-22-23	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** 866-966-4664 **FAX (A/C, No):** 212-948-0770 **E-MAIL ADDRESS:** Chicago.CertRequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Liberty Insurance Corporation	42404
INSURED Caterpillar, Inc. 100 NE Adamst St Peoria, IL 61629	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-010143453-01 **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	N / A		WA7-64D-004320-012	07/01/2022	07/01/2023	X PER STATUTE ☐ OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N: N **(Mandatory In NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			See Attached WC7-641-444315-062 MN, WI	07/01/2022	07/01/2023	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Equipment being used on public agency job sites

Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Tucson
Attn: City of Tucson / OMNIA Partners
City of Tucson RFP 212816
City Hall, 255 W Alameda, 8th floor east
Tucson, AZ 85701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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AGENCY CUSTOMER ID: CN101198626

LOC #: Chicago

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA INC.	Caterpillar, Inc. 100 NE Adamst St Peoria, IL 61629
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

STATES CONTINUED (WA7-64D-004320-012):

AL, AR, AZ, CA, CO, CT, DC, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MO, MS, MT, NC, NE, NH, NM, NV, NY, OK, OR, PA, RI, SC, SD,TX, UT, VA, VT, WV

Includes Other states Coverage (except Monopolistic States) and U.S. Longshore & Harbor Workers.

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EMPISOU-01 MMORIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
ARNETT INSURANCE SERVICES, LLC 3850 E BASELINE RD #106 MESA, AZ 85206	PHONE (A/C, No, Ext): (480) 830-7400	FAX (A/C, No): (480) 830-7404
	E-MAIL ADDRESS: mmorin@arnettins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company	
INSURED	INSURER B : Liberty Mutual Insurance Corporation	
Empire Southwest, LLC 1725 S Country Club Dr Mesa, AZ 85210	INSURER C : Liberty Insurance Corporation	42404
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	TB2661066618082	7/1/2022	7/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:						DESIGNATED LOC	$ 3,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO	X	X	AI2661066618062	7/1/2022	7/1/2023	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A	X	WA566D066618092	7/1/2022	7/1/2023	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
C	Garagekeepers			AV7661066618062	7/1/2022	7/1/2023	Limit	2,000,000
C	Garage Liability			AV7661066618062	7/1/2022	7/1/2023	Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services

Certificate Holder is included as Additional Insured with regard to the General Liability and Automobile Liability per written contract or agreement. This insurance is Primary and Non-contributory. Waiver of Subrogation applies in favor of the Additional Insured. 30-Day Notice of Cancellation applies. 10-Day Notice of Cancellation for Non-payment of Premium applies.

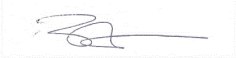
CERTIFICATE HOLDER

City of Tucson
Dept of Procurement
255 W Alameda, 6th FL Lobby
Tucson, AZ 85701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Empire Southwest, LLC
Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Empire Southwest, LLC
Endorsement Effective Date:	07/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Policy Number: AI2661066618062
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – NOTICE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

We will not cancel or non-renew this policy or make a material change to the insurance afforded by this policy until written notice of cancellation, non-renewal or material change has been mailed or delivered to those listed in the schedule below at least;

A. 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or

B. 30 days before the effective date of the cancellation, non-renewal or material change if we cancel, non-renew or make a material change to the insurance afforded by this policy for any other reason.

Regardless of what is indicated above, the advance notice of cancellation will not be less than that provided in state law.

Schedule

Name: **Address:**

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(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WA566D066618092 Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

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Contract 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Caterpillar, Inc. and OMNIA Partners National Cooperative Agreement

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

(BAFO) – Price Page

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Caterpillar Cooperative Contract Discounts by Model OMNIA Partners

***Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.**

Machine Model*	New Equipment
2022	Discount to Customer (Off List Price)
Pavers	
AP300	18.00%
AP355	18.00%
AP500	18.00%
AP555	18.00%
AP600	18.00%
AP655	18.00%
AP1000	18.00%
AP1055	18.00%
Rollers	
CB1.7	19.00%
CB1.8	19.00%
CB7	19.00%
CB8	19.00%
CB10	19.00%
CB13	19.00%
CB15	19.00%
CB16	19.00%
CB2.5	19.00%
CB2.5GC	19.00%
CB2.7	19.00%
CB2.7GC	19.00%
CB2.9	19.00%
CB4.0	19.00%
CB4.4	19.00%
CC2.7	19.00%
CC2.7GC	19.00%
CC4.0	19.00%
CCS9	19.00%
CP11GC	19.00%
CP12GC	19.00%
CP34	19.00%
CP44	19.00%
CP54	19.00%
CP56	19.00%
CP68	19.00%
CP74	19.00%
CS11GC	19.00%
CS12GC	19.00%
CS13GC	19.00%
CS34	19.00%
CS44	19.00%
CS54	19.00%
CS56	19.00%
CS64	19.00%
CS68	19.00%
CS74	19.00%
CS78	19.00%
CW16	19.00%
CW34	19.00%

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Track Type Tractors

D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%
D3 Fire Dozer	23.00%
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	10.00%
D10	10.00%

Wheeled Excavators

M314	26.00%
M315	26.00%
M316	26.00%
M317	26.00%
M318	26.00%
M320	26.00%
M322	26.00%

Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%

Cold Planers

PM310	20.00%
PM312	20.00%
PM313	20.00%
PM620	20.00%
PM622	20.00%
PM820	20.00%
PM822	20.00%
PM825	20.00%

Reclaimers

RM400	20.00%
RM500	20.00%

Telehandlers

TH255	23.00%
TH3510	24.00%
TH357	24.00%
TH408	24.00%
TH514	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

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Motor Graders

12	30.00%
120	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%

Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%

Compact Track Loaders

239	21.00%
249	21.00%
259	21.00%
279	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%

Excavators

300.9	20.00%
301.4	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
302	20.00%
302.4	20.00%
302.5	20.00%
302.6	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
304.5	20.00%
305	20.00%
305.5	20.00%
306	20.00%
307	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
311	18.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	20.00%
316	19.00%
317	19.00%
317GC	20.00%
318	16.00%

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Excavators Continued	
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
336GC	16.00%
340	15.00%
349	10.00%
352	10.00%
374	10.00%

Forest Machines	
538	15.00%
548	15.00%
558	15.00%
568	15.00%

Backhoe Loaders	
415	22.00%
416	22.00%
420	22.00%
428 Side Shift	22.00%
430	22.00%
432 Side Shift	22.00%
434 Side Shift	22.00%
440	22.00%
450	22.00%

Wheel Tractor Scrapers	
621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
657	18.00%

Articulated Trucks	
725	17.00%
730	17.00%
735	17.00%
740GC	17.00%
745	17.00%

Rigid Frame Trucks	
770	3.00%
773	3.00%

Landfill Compactors	
816	12.00%
826	12.00%
836	12.00%

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Wheel Dozers and Soil Compactors

814	15.00%
815	13.00%
824	15.00%
825	13.00%
834	15.00%

Wheel Loaders

903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
918	24.00%
920	24.00%
924	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950M	18.00%
962	18.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%

Track Loaders

953	19.00%
963	22.00%
973	23.00%

Aftermarket Worktools*	15.00%

Caterpillar Safety Services	15.00%
Technology Enabled Safety Solutions	5.00%

Technology subscriptions are discounted at 0% on all equipment
Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership rental rates

Parts & Service is discounted by the servicing dealer at local rates

* Aftermarket Worktools are CAT Worktools sold without a prime product machine purchase.

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CAT Generators

Product	Minimum List Discount for OMNIA Member [1]
DG50-DG80 (G80 PGAM)	31%
DG100–DG150 (G150 PGAM)	35%
D40 – D100 (C4.4)	31%
D125 – D200 (C7.1)	35%
Olympian Gas	26%
DG175 – DG450 (G14.2 & G21.9)	26%
C4.4 GC / C7.1 GC Product	31%
C9 - 200 kW	33%
C9 – 250 - 300 kW	37%
C13 / C15 - 350 – 500kW	37%
C18 T4F	20%
C18 – 550 - 600kW	37%
C18 – 650 - 750kW	33%
C9 – C18 GC Product (250 - 600kW)	31%
C27 – 750 kW, 800kW	34%
C32 – 1000kW	34%
C32 – 1250 kW	34%
3512C- 1500kW	36%
3512C- 1750kW	34%
3516C/3516E 2000 kW	40%
3516C/3516E 2500 kW	36%
3516C/3516E 2750 kW	33%
3516 Tier 4	19%
C175-16	29%
C175-16 Tier 4	19%
C175-20	24%
Hybrid Products	19%
Tier 4 Final XQ Product XQ35, XQ60, XQ125, XQ230, XQ425 & XQ570	23%
EPIC / SCP	10%
Cat ATS[3]	20%
Cat Switchgear [4]	12%
CG132-8,-12,-16 [5]	15%
CG170-12,-16,-20 [5]	15%
CG260-12,-16 [5]	15%
G3412 450-500kW	20%
G3508 / G3512	17%
G3516	17%
G3520	17%

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OMNIA Partners

Allied Product Discounts Off List Price

Construction & Mining

Brand	Minimum Discount
American Compaction	7%
Arrow Material Handling	5%
Broce	7%
Crafco	3%
Diamond Mowers	10%
Dymax	8%
Enerpac	5%
Epiroc	9%
Genie	20%
HKX	5%
JLG	22%
Mega	8%
Metso	3%
Multiquip	24%
Paladin / JRB	8%
Jet-Vac	5%
Road Widener	5%
Rockland	8%
Summit	5%
TY Cushion	3%
Tink	5%
Weiler	10%
Werk-Brau	5%
Woods	11%

ON- HIGHWAY

Brand	Minimum Discount
Fleming	8.40%
Load King	3%
Maintainer	6%
Murray Trailers	2%
Rackley	2%
Thunder Creek	6%
Trail King	7%
UTB	8.40%

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AGRICULTURE	
Brand	**Minimum Discount**
Challenger	13%
Claas	6%
Gearmore	13%
Grouser	5%
Fendt	6%
Lexion	6%
Massey Ferguson	13%
Massey Ferguson	13%
Massey Ferguson	13%
Mil-Stak Inc	3%
Nikkel Iron Works	7%
Reynolds	13%
Rogator	6%
Rome Plow	13%
Schmeiser	5%
Stinger Inc.	1%
Sunflower	6%
T.G. Schmeiser	13%
Terragator	6%
Valmar	7%
Wilcox	13%
Willmar	6%
Woods	13%

POWER SYSTEMS	
Brand	**Minimum Discount**
ABB	5%
Active Power	2%
Allmand	18%
Asco	10%
Atlas Copco	10%
Avtron	6%
Crestchic	5%
Multiquip	7%
Progressive Solar	10%
Stamford Newage	2%
Sullair	28%
Toshiba	5%

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TECHNOLOGY	
Brand	**Minimum Discount**
Caterpillar	12%
Cerragon	5%
CrewSight	5%
DJI Enterprises	0%
GCEstimator Suite	5%
Level Best	10%
Modelogix	5%
ProjectSight	5%
Prolog	5%
Quantum	8%
RADWIN	5%
Rajant	0%
RealWorks	10%
Seco	12%
Sensemetrics	5%
SitePro	12%
Spectra Precision	12%
Trimble	12%
VICO Office	5%
Winest	5%
Empire Technology Companies	
Allen Instruments	
BuildingPoint West	
SITECH	
TOPS	
Renewable Energy	
Brand	**Minimum Discount**
ABB	3%
BTC Power	3%
Fronius	4%
Satcon	3%
SMA America	4%
Sun Power	3%

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Unlisted and Future Allied Products

* The following procedure will be available to add future Allied products:

1. Empire will provide a letter to the City of Tucson stating that we have become a Dealer for a new product.
2. Empire will add the product(s) to the appropriate area of the Allied list along with the stated discount off the manufacturer's list price.
3. An updated list will be sent to the City of Tucson to be added to the contract.

For emergency needs for machines or products that have to be delivered before a stated discount can be established, the following will be the discount structure for unlisted and/or future Allied products.

	Minimum Discount
All unnamed suppliers without a stated discount will receive a minimum discount of 5% off the manufacturer's list price	5%

Caterpillar OMNIA Member Discounts 2022

All Discounts listed are for "Standby Ratings only unless otherwise stated".

	List Price Discount
Stationary Diesel	
60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)	
D80 - 80 kW	31%
D100 - 100 kW	31%
60 HZ, 125 - 175 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)	
D125 - 125 kW	35%
D150 - 150 kW	35%
D175 - 175 kW	35%
D200 - 200 kW	36%
C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)	
200 kW	33%
250 kW	37%
300 kW	37%
C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)	

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350 kW	37%
400 kW	37%
450 kW	37%
500 kW	37%
C18, 60 HZ, 550 - 600 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)	
550 kW	37%
600 kW	37%
650 kW	33%
700 kW	33%
750 kW	33%
C18, 60 HZ, EPA Tier 4f, 455 - 500 KW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)	
455 kW Prime Power	20%
500 kW	20%
C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)	
750 kW	34%
800 kW	34%
C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)	
1000 kW	34%
1250 kW	34%
3512C, 60 HZ, 1500 - 1750 kW Diesel	
(EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
1500 kW	37%
1750 kW	35%
3516C/3516E, 60 HZ, 2000 - 2750 kW Diesel	
(EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	40%

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2500 kW	38%
2750 kW	34%
3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4)	
(Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	19%
2500 kW	19%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)	
3000 kW	30%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 4)	
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)	
3000 kW	19%
C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)	
4000 kW	24%
Stationary Natural Gas (Select LP Vapor Options with Derates)	
50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)	
DG50 - 50 kW	31%
DG60 - 60 kW	31%
DG80 - 80 kW	31%
100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)	
DG100 - 100 kW	35%
DG125 - 125 kW	35%
DG150 - 150 kW	35%
175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G175 - 175 kW	26%

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G200 - 200 kW	26%
G230 - 230 kW	26%
G250 - 250 kW	26%
G275 - 275 kW	26%
G300 - 300 kW	26%
G3412, 60 HZ, 375 - 500 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	
375 kW	20%
450 kW	26%
500 kW	26%
G3512 60 HZ, 750 - 1000 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3512NL" Caterpillar Price List)	
750 kW	17%
1000 kW	17%
G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, & Biogas (Ratings Depend on Selection)	
(Reference the "PSNA-EPG-F_G3516AEPL" Caterpillar Price List)	
All Ratings	17%
G3516C 60 HZ, 1500 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3516CTPL" Caterpillar Price List)	
1500 kW	17%
G3516H 60 HZ, 1966 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3516HNL" Caterpillar Price List)	
1966 kW	17%
G3520H 60 HZ, 2469 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List)	
2469 kW	17%
G3520C 60 HZ, 1600 - 2055 kW Natural Gas	

(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List)	
1600 kW	17%
2055 kW	17%
CG132, CG170, CG260 (custom)	
Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.	15%
Each quote is custom for the specific application.	
However, members will receive a 15% discount off of the configured list price from each member's local dealer.	
Mobile Diesel (With Trailers)	
XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)	
27 kW Prime Power	23%
30 kW	23%
XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)	
48 kW Prime Power	23%
XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)	
100 kW Prime Power	23%
110 kW	23%
XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)	
200 kW Prime Power	23%
XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
340 kW Prime Power	23%

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XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)	
455 kW Prime Power	23%
Control Panels, Switchgear, Automatic Transfer Switches	
Switchgear (customizable)	12%
Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a ***12% discount*** *off of the configured list price from each member's local dealer.*	
Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS NJPA Pricing 11-29-17" Price List)	
235 ATS's Available	20%

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jana Weldon, Beautification Arts & Sciences Program Manager
Co-Submitter:	Dave McIntire
Co-Submitter:	David McIntire
Date:	08/24/2023
Meeting Date:	08/28/2023

TITLE:

Consideration and Approval of Contract: Ratification of Resource Use and Sharing Agreement with Northern Arizona Intergovernmental Public Transportation Authority (hereafter "Mountain Line") regarding installation, electrical, foundation and landscaping services for two artworks for the Downtown Connection Center (DCC): Art Glass; and Southside Grove Sculpture.

STAFF RECOMMENDED ACTION:

Ratify Resource Use and Sharing Agreement with Mountain Line, GEN-2014-126-AG4-SA6 in an amount not to exceed $90,490.17.

Executive Summary:

Mountain Line is constructing its new Downtown Connection Center (DCC), a public bus station on west Phoenix Avenue, just east of Milton Road. The City Council has given direction to move forward with two public art projects related to the new DCC, Art Glass, and a Southside Grove Sculpture.

The City Council approved the Flagstaff Alliance for the Second Century Intergovernmental Agreement (IGA) between the City of Flagstaff, Northern Arizona University, Coconino County, Community College District, Flagstaff Unified School District, and Northern Arizona Intergovernmental Public Transportation Authority. Under this IGA the parties may sponsor, conduct, and/or administer a cooperative/resource use and sharing agreement for services and procurement related activities.

Under the Resource Use and Sharing Agreement the City will pay Mountain Line for installation, electrical, foundation, and landscaping work for the public art known as the Art Glass and Southside Grove Structure. The work will be completed by Mountain Line's general contractor for the DCC, Loven Contracting, and coordinated with the City's contractor/artist for the public art, Haddad Drugan, LLC. City will reimburse Mountain Line for the work, which is projected to be $90,490.17

The Resource Use and Sharing Agreement has been approved by the City Manager, and Council is being asked to ratify the action. The Downtown Connection Center is already under construction and this agreement was needed to proceed to keep within the project schedule, the final costs became available during Council recess.

Financial Impact:

Funding is available for this contract in the Council approved 5-year plan for the Beautification Fund. The Beautification Fund is supported by voter approved Bed, Board, & Beverage tax revenue and may only be used for purposes of Beautification. This project is budgeted in FY2023-24 in account number 051-07-212-3565-5-4433 with a budget of $487,000.

Policy Impact:

No impact.

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

This project and contract are related to several Priority-Based Budgeting (PBB) Key Community Priorities, including:

- Livable Community: The inclusion of art in the new Downtown Connection Center creates a more welcoming, vibrant and beautiful public space in the city's historic core.
- Robust Resilient Economy: The project adds to community draw for tourists and locals alike in a new and important hub for transportation.
- Inclusive and Engaged Community: This project includes community outreach for input on design elements by the artist and city staff.
- Sustainable, Innovative Infrastructure: This project allows for innovative, creative integration of designs.

This project also reflects the following Regional Plan Goals and Policies:
Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.

Goal CC.5. Support and promote art, science, and education resources for all to experience. (Including: Policy CC.5.3. Encourage the integration of art into public and private development projects.)

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Goal LU.9. Focus reinvestment, partnerships, regulations, and incentives on developing or redeveloping urban areas.

Goal LU.11. Prioritize the continual reinvigoration of downtown Flagstaff, whose strategic location, walkable blocks, and historic buildings will continue to be a vibrant destination for all.

Goal LU.17. Protect, manage, and enhance the region's Special Planning Areas to benefit the whole community.

Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.

Goal PF.2. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics. (Including: Policy PF.2.3. Provide accessible public facilities and services in strategic locations. Policy PF.2.4. Support quality civic design for all public facilities.)

Goal NH.2. Look to downtown Flagstaff as the primary focal point of the community character. (Highlighting Policy NH.2.1. Encourage the rehabilitation of historic downtown structures and contextual new structures as office, retail, entertainment, and residential space to reinvigorate the area as a destination of culture, shopping, government, and the arts.)

Goal ED. 6. Tourism will continue to provide a year-round revenue source for the community, while expanding specialized tourist resources and activities.

Goal ED.7. Continue to promote and enhance Flagstaff 's unique sense of place as an economic development driver. (Including:

Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image.)

Policy T.1.7. Coordinate transportation and other public infrastructure investments efficiently to achieve land use and economic goals.

Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region. (Including: Policy T.4.1. Promote context sensitive solutions (CSS) supportive of planned land uses, integration of related infrastructure needs, and desired community character elements in all transportation investments, and Policy T.4.3. Design transportation facilities and infrastructure with sensitivity to historic and prehistoric sites and buildings, and incorporate elements that complement our landscapes and views.)

Goal T.7. Provide a high-quality, safe, convenient, accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicles. (Including: Policy T.7.1. Cooperate with Mountain Line in developing and implementing the five-year transit master planning goals and objectives to continuously improve service, awareness, and ridership.)

Goal T.11. Build and sustain public support for the implementation of transportation planning goals and policies, including the financial underpinnings of the Plan, by actively seeking meaningful community involvement. (Including: Policy T.11.5. Promote effective intergovernmental relations through agreed-upon procedures to consult, cooperate, and coordinate transportation-related activities and decisions, including regional efforts to secure funding for the improvement of transportation services, infrastructure, and facilities.)

Southside Neighborhood Specific Plan: The new Southside plan supports these activities, such as stating "Opportunities for public art are highly prized" (Chapter 2 page 25). Outdoor public spaces are also emphasized in the plan. This contract also supports "Encourage the Southside community work with Mountain Line on the Downtown Connection Center design" on page 54.

Has There Been Previous Council Decision on This:

Council approved a design contract for this artist team on Dec 1, 2020
(https://agenda.flagstaffaz.gov/agenda_publish.cfm?id=&mt=ALL&get_month=12&get_year=2020&dsp=agm&seq=5032&rev=1&ag=1147&ln=26891&nseq=5051&prev=1&pseq=5029&prev=1#ReturnTo26891).

Council heard a presentation on the art concepts on January 31, 2023
(https://agenda.flagstaffaz.gov/agenda_publish.cfm?id=&mt=ALL&get_month=1&get_year=2023&dsp=agm&seq=7013&rev=0&ag=3654&ln=44449&nseq=6993&prev=0&pseq=7016&prev=0#ReturnTo44449. Council has previously approved the FY 2023 Beautification 5-Year Plan and authorized the FY 2023 budget for this project.

Council approved on March 21, 2023 an Purchase of Services Contract with Haddad/Drugan LLC
https://agenda.flagstaffaz.gov/agenda_publish.cfm?id=&mt=ALL&get_month=3&get_year=2023&dsp=agm&seq=7099&rev=1&ag=3728&ln=45220&nseq=7050&prev=1&pseq=7117&prev=0#ReturnTo45220

Council has previously approved the FY2024 Beautification 5-Year Plan and authorized the FY 2024 budget for this project.

Options and Alternatives:

1. Ratify the contract with Mountain Line.
2. Request changes to the contract which may delay inclusion of the artwork in the DCC project.
3. Reject the contract award. This will prevent these artworks from being installed and may delay construction of the DCC.

Background/History:

At its March 21, 2023 City Council meeting, Council approved, with a recommendation from the Beautification and Public Art Commission, a Contract with Haddad/Drugan LLC for the fabrication of the Art Glass and the fabrication and installation of the Southside Grove Sculpture artwork, (Contract no. 2023-116, dated April 7, 2023). Included in the March 21, 2023 Council package was this Key Consideration:

Staff is proposing that the construction contractor for the DCC project (hired through Mountain Line's competitive process) perform the installation and electrical wiring for the Art Glass, and the landscape and the foundation for the Southside Grove Sculpture. Staff will propose an agreement with Mountain Line to provide specifications for the work, process for inspection and final acceptance of the work, and to reimburse Mountain Line for the work. If the amount exceeds $50,000, staff will seek Council approval.

The full agenda and Council package for the March 21, 2023 Council Approval can be found here:
https://agenda.flagstaffaz.gov/agenda_publish.cfm?id=&mt=ALL&get_month=3&get_year=2023&dsp=agm&seq=7099&rev=1&ag=3728&ln=45220&nseq=7050&prev=1&pseq=7117&prev=0#ReturnTo45220

The Art Glass:
The Art Glass is luminous art. It will be integrated into the main entry of the new DCC building, which is under construction. Project completion is estimated between the end of 2024 to February 2025.

The Southside Grove Sculpture:
The "Southside Grove" is an immersive sculpture, reflective of natural and cultural history, that includes six ponderosa pine and telescope inspired "trunks" made from weathered steel, positioned in a circle to form a grove and to reflect the strong circle of community that is the Southside;

The Southside Grove Sculpture initially will be installed within a landscaped area adjacent the entry plaza of the new building, during phase one of the DCC Project. Project completion is estimated between the end of 2024 to February 2025.
The sculpture will later be moved into a new civic space east of the future bus bays. The relocation is necessitated by the Rio de Flag Flood Control Project work by the Army Corps of Engineers in the same area as the DCC.

Project Costs:

$25,000 – Artist Design Concepts to 60%
$22,000- Artist Design of Art Glass and Southside Grove Sculpture to 100%
$530,451- Artist Contract for Fabrication and Installation
$90,490 – Resource Use and Sharing Agreement with Mountain Line

Key Considerations:

City Council has established BPAC to make recommendations about how public tax dollars should be spent on beautification, arts and sciences. Per the Flagstaff City Code, Section 2-14-001-0006.D, BPAC is required to evaluate and make recommendations to the City Council for public art projects. Per standard procurement process, the City Council must approve (or disapprove) any contract in an amount exceeding $50,000. The BPAC has recommended this project and the use of funding.

Attachments: Presentation
Executed Agreement
Alliance IGA

Ratification of Resource Use and Sharing Agreement with Mountain Line Art Glass and Southside Grove Sculpture Support Services Downtown Connection Center (DCC)

Dave McIntire,

Community Investment Director

Downtown Connection Center (DCC) Art Concepts



Agenda

- **Art Glass Image, Estimated Completion Date, Support Work**
- **Southside Grove Sculpture, Estimated Completion Date, Support**
- **Budget and Funding**
    - Funding Source
    - Design Contracts
    - Artist Team Contract for Fabrication/Installation
    - Resource Agreement for Support Work

Art Glass – December 2024-February 2025



Southside Grove Sculpture – December 2024-February 2025



Funding Source & Budget

All funding for the art projects (Art Glass & Southside Grove Sculpture) designed by Haddad/Drugan with support work by Mountain Line's contractor is from the dedicated Bed, Board & Beverage Funds for Beautification

Project Costs:

$25,000 – Artist Design Concepts to 60%

$22,000- Artist Design of Art Glass and Southside Grove Sculpture to 100%

$530,451- Artist Contract for Fabrication and Installation

$90,490 – Resource Use and Sharing Agreement with Mountain Line

Design Contracts

- In December 2020, City Council approved Haddad/Drugan for a design services contract in the amount of $25,000 for the initial design-team work.

- A subsequent amendment in the amount of $22,000 is taking the Art Glass and Southside Grove sculpture art concepts to 100% of design.

Budget for Art Glass/Sculpture

In **March 2023**, City Council approved Haddad/Drugan for a fabrication and installation contract in the amount of $530,451.

- **Art Glass: $121,296**
  - Includes 5% contingency
  - Artist fee with travel does not exceed 10%
  - Does not include installation
- **Southside Grove Sculpture: $409,155**
  - Includes 5% contingency
  - Artist fee with travel approximately 7%
  - Includes installation of the sculpture but not the foundation or landscaping

Work & Budget for Agreement

- **Mountain Line** shall cause its contractor for the Downtown Connection Center to complete the electrical and installation of the Art Glass; and foundation and landscaping work for Southside Grove Sculpture in coordination with the Artist, Haddad Drugan, LLC
- **City agrees to pay Mountain Line** in an amount not to exceed **$90,490.18** for satisfactory performance of the Work (Budget detail in separate attachment)
- **Request Council Ratification** of City Manager Approval of the Resource Use and Sharing Agreement

RESOURCE USE AND SHARING AGREEMENT

THIS RESOURCE USE AND SHARING AGREEMENT (hereafter "Agreement") is made and entered into this __17th__ day of _____August_____ 2023 by and between the CITY OF FLAGSTAFF, a political subdivision of the State of Arizona (hereafter "City") and NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY (hereafter "Mountain Line"), a political subdivision of the state of Arizona. City and Mountain Line may be referred to in this Agreement individually as "Party" or together as "Parties."

RECITALS

A. WHEREAS, the Parties are members of a cooperative procurement agreement known as the Flagstaff Alliance for the Second Century Intergovernmental Agreements dated November 19, 2020 (hereafter the "Alliance IGA"), formed to address area-wide issues in the greater Flagstaff area and to better leverage the resources of Alliance members for the benefit of the community; and

B. WHEREAS, through the Alliance IGA, the Parties are permitted to enter into additional agreements for the purpose of using and sharing resources in a manner consistent with the terms set forth within the Alliance IGA; and

C. WHEREAS, the Parties desire to enter into this Agreement in accordance with the Alliance IGA and therein define the resource, the purpose, and the responsibilities of the Parties in conjunction with the project or resource referred to as: work related to the Art Glass and Southside Grove Sculpture; and

D. WHEREAS, the City has authority to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-952 and 41-2632 and the Flagstaff City Charter, Article I, Section 3; and

E. WHEREAS, Mountain Line has authority to enter into this Agreement pursuant to A.R.S. § 11-952; and

F. WHEREAS, City is requesting that Mountain Line cause its contractor to complete installation, electrical, and landscaping work for certain City public art at the new Downtown Connection Center on Phoenix Avenue, the Art Glass and Southside Grove Sculpture.

NOW THEREFORE, in consideration of the mutual obligations and covenants set forth herein, the Parties agree as follows:

AGREEMENT

A. TERM AND TERMINATION:

1. This Agreement shall become effective on the date it is adopted, approved, and fully executed by both the City and Mountain Line and shall continue in full force and effect for a period of five (5) years from the date of its execution unless otherwise terminated prior

to that date by either Party pursuant to the terms and conditions of this Agreement so long as both Parties remain a Party to the Alliance IGA, and the Alliance IGA is not terminated. This Agreement may be renewed for one (1) additional five (5) year term through an addendum signed by both Parties so long as both Parties remain a Party to the Alliance IGA, and the Alliance IGA is not terminated.

2. Notwithstanding the foregoing, either Party may terminate this Agreement for convenience by providing the other Party ninety (90) days' prior written notice.

B. RESPONSIBILTIES:

1. Work. Mountain Line shall cause its contractor for the Downtown Connection Center to complete the installation, electrical, and landscaping work for City public art known as the Art Glass and Southside Grove Sculpture at the new Downtown Connection Center on Phoenix Avenue, east of Milton Road, in coordination with the Artist, Haddad Drugan, LLC, as described in the City of Flagstaff Contract for Purchase of Services, Contract No. 2023-116, dated April 7, 2023 ("the Artist Contract"), the schedule attached hereto as Exhibit A, and Mountain Line's contract with its contractor, Loven Contracting dated May 15, 2022, GMP No. 2 (collectively, the "Work"). A copy of the Artist Contract shall be provided to Mountain Line's contractor. An excerpt of Mountain Line's GMP No. 2 related to the Work for the contract with Loven Contracting shall be provided to the City. City shall be named as an additional insured and a third-party beneficiary to Mountain Line's contract with Loven Contracting (attach copy of the certificate of insurance as Exhibit B), and entitled to enforce all provisions related to performance of the Work related to the City public art, including but not limited to warranties.

2. Purchase Price. City agrees to pay Mountain Line in an amount not to exceed $90,490.17 for satisfactory performance of the Work. Details as to pricing are set forth in the schedule attached hereto as Exhibit A.

3. Invoicing. Mountain Line shall invoice City on a reimbursement basis and provide documentation of the Work.

C. PERSONNEL:

Each Party's personnel will not for any purpose be considered employees or agents of the other Party. Each Party assumes full responsibility for the actions of its personnel while performing activities and services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including but not limited to withholding of income taxes and social security), workers' compensation, and disability benefits.

D. INSURANCE AND INDEMNIFICATION:

1. Mountain Line shall maintain adequate insurance to cover any liability arising from the acts and omissions of Mountain Line employees or agents participating in this

Agreement. Mountain Line shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of City employees or agents.

2. City shall maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of City employees or agents participating in this Agreement. City shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of Mountain Line employees or agents.

3. 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 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 officer, officials, agents, employees, or volunteers.

E. NONAPPROPRIATION:

If a party's performance under this Agreement depends upon the appropriation of funds by its respective governing body, and funds necessary for performance are not so appropriated, then either party may provide written notice to the other Party and immediately cancel this Agreement without further obligation of either Party.

F. RECORD INSPECTION AND RETENTION:

The Parties agree to retain all books, accounts, reports, files, and other records relating to the Agreement and to make such records available at all reasonable times for inspection and audit by the other Party or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of five (5) years after completion of this Agreement.

G. CONFLICT OF INTEREST:

In accordance with A.RS. § 38-511, this Agreement may be cancelled for conflict of interest within three (3) years after its execution, without penalty or further liability.

H. NON-DISCRIMINATION:

The Parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, non-discrimination, including the Americans with Disabilities Act, sexual orientation, or gender identity or expression.

I. THIRD-PARTY BENEFICIARIES:

This Agreement is intended for the exclusive benefit of the Parties hereto. Nothing herein is intended to create any rights or responsibilities to third parties.

J. ASSIGNMENT:

Neither Party shall have the right to assign this Agreement without prior written consent of the other Party.

K. MANNER OF FINANCING:

Each Party to this Agreement shall be responsible for its own costs and budgeting for performance of their respective obligations.

L. DISPUTES AND ARBITRATION:

In the event of a dispute between the Parties to this Agreement, the Parties shall attempt to resolve the disagreement on an informal, good faith basis. If that fails, pursuant to A.R.S. § 12-1518, the Parties may agree to mandatory arbitration of any legal action that is filed in the Arizona Superior Court.

M. RELATIONSHIP AND USE OF MARKS:

Except as otherwise agreed in writing, the Parties acknowledge that the relationship created by this Agreement is limited to the Work. Neither Party shall make any representations stating or implying the Parties engage in broader transactions or that a Party is otherwise associated with the other without first obtaining express written permission from the other Party. In addition, neither Party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other Party without its express written authorization.

N. NOTICES:

To City:

Jana Weldon
Beautification, Arts & Sciences
Program Manager, City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 863-4298
Email: Jana.Weldon@flagstaffaz.gov

To Mountain Line:

Anne Dunno, Capital Development
Manager
Mountain Line
3773 N. Kaspar Drive
Flagstaff, AZ 86004
Phone: (928) 679-8942
Email: adunno@mountainline.az.gov

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned authorized representatives.

NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY (MOUNTAIN LINE)

By: Heather Dalmolin
Its: CEO and General Manager

Approved as to form:

Todd A. Baxter

Legal Counsel for Mountain Line

[Signature page follows]

CITY OF FLAGSTAFF

By: City Manager

Greg Clifton signed on 8/17/2023 3:24:11 PM

Attest:

By: Stacy Saltzburg, City Clerk

Stacy Saltzburg signed on 8/17/2023 3:34:42 PM

Approved as to form:

City Attorney

Anja Wendel signed on 8/15/2023 10:37:35 AM

Attachment: Exhibit A Schedule

Exhibit B Certificate of Insurance

LOVEN CONTRACTING
BUILDING RELATIONSHIPS SINCE 1985

August 11, 2023

Ms. Anne Dunno, PMP - Capital Projects Manager
3773 N Kaspar Dr.
Flagstaff, AZ 86004

RE: Downtown Connection Center Art Concrete, Waterproofing, Glazing, Electrical, and Landscaping

Dear Ms. Dunno,

The following is a lump sum Guaranteed Maximum Price (GMP) proposal for the Mountain Line Downtown Connection Center Art concrete, waterproofing, glazing, electrical, and landscaping located at 216 W Phoenix Ave in Flagstaff, AZ. This proposal is based upon the following documents with only those materials, goods, labor, and services specifically stated in the following scope of work:

CONSTRUCTION DOCUMENTS		
Civil Plans developed by Woodson Engineering	95% Milestone	13 pages, dated 03/03/2023
Landscape Plans developed by Norris Design	95% Milestone	14 pages, dated 03/06/2023
Structural Plans developed by Meyer Borgman Johnson	95% Milestone	21 pages, dated 05/24/2023
Architectural Plans developed by HDR Architecture	95% Milestone	75 pages, dated 05/24/2023
Mechanical Plans developed by Affiliated Engineers Inc.	95% Milestone	19 pages, dated 05/24/2023
Plumbing Plans developed by Affiliated Engineers Inc.	95% Milestone	9 pages, dated 05/24/2023
Electrical Plans developed by Affiliated Engineers Inc.	95% Milestone	19 pages, dated 05/24/2023
Fire Protection Plans developed by Affiliated Engineers Inc.	95% Milestone	3 pages, dated 04/10/2023
Mockup Plans and Elevations developed by HDR Architecture	95% Milestone	1 page, dated 05/24/23
Revised Electrical Site Plan developed by Affiliated Engineers Inc.	95% Milestone	1 page, dated 05/24/23
Request for Information Responses (Items 1-124) developed by HDR Architecture	95% Milestone	8 pages, dated 05/30/23
PROJECT SPECIFICATIONS		
Civil Specifications – 95% Milestone	95% Milestone	Sheet C-102
Downtown Connection Center Project Manual – 95% Milestone	95% Milestone	HDR Project #: 10341759 Date: 05/24/2023

This scope of work, its cost, and the associated information included in this document are considered to be the property of and propriety information from Loven Contracting. Any dissemination to other parties requires prior approval by Loven Contracting.

GENERAL CONDITIONS + GENERAL REQUIREMENTS:

Loven Contracting will include the following General Conditions and General Requirements:

A. Project management to include project oversight and coordination to include the following Loven Contracting resources for a total of (1) week:
   - Senior Project Manager
   - Project Manager
   - Senior Superintendent
   - Field Engineer
   - Project Engineer
   - Safety Superintendent
   - Site Maintenance to assist with site cleaning
   - Construction waste disposal, site sanitation, and project closeout documentation

B. All work shall be performed during normal business hours identified as Monday through Friday 7 am to 5 pm, not inclusive of any Federal or Loven Contracting recognized holidays

C. Costs for general liability insurance, Builder's Risk, Bond, and workman's compensation

DIVISION 03 – CONCRETE:

Labor, materials, and equipment for the following:

A. F1 and F2 footings **{ART-S201}**
B. Wall seat **{3/LA-101, 4/LA-202}**

DIVISION 07 – WATERPROOFING:

Labor, materials, and equipment for the following:

A. Below grade bituminous coating at steel below grade **{3/ART-S201}**

DIVISION 08 – GLAZING:

Labor, materials, and equipment for the following:

A. Install permanent art glass procured by artist **{A-603}**

DIVISION 26 – ELECTRICAL:

Labor, materials, and equipment for the following:

A. Provide power for art lighting **{8/E-201}**
B. Provide duplex receptacle for art lighting controller **{4/E-301}**
C. Installation of art light fixtures to include wiring **{ART-7.5, ART-7.6}**

This scope of work, its cost, and the associated information included in this document are considered to be the property of and propriety information from Loven Contracting. Any dissemination to other parties requires prior approval by Loven Contracting.

DIVISION 32 – LANDSCAPING:

Labor, materials, and equipment for the following:

A. Provide and install ¼" minus stabilized decomposed granite at 2" minimum depth in color Apache Brown **{LA-101, ART-0.1}**
B. Provide and install boulders within art boundaries **{ART-0.1}**

ASSUMPTIONS/CLARIFICATIONS:

A. General liability insurance, Builder's Risk, and workman's compensation for owner contracted artist and sculpture fabricator contractor is excluded
B. Cost for Payment and Performance Bonds required by contract will be provided at the actual cost. Insurance fee in project budget is provided at 1.55%, project costs are dependent upon overall construction cost.
C. All testing and inspection by Mountain Line
D. Bond excluded, included in DCC project
E. Excludes winter conditions, weather days, and mockups
F. Permitting costs by owner
G. Excludes procurement of art glass
H. Excludes procurement and installation of sculpture

Loven Contracting appreciates the opportunity to respectfully submit this proposal for review with a proposed construction budget as outlined in Attachment "A". This proposal is valid for (30) calendar days.

Thank you,

Alyssa Kuzukian

Alyssa Kuzukian
CPE, LEED Green Associate, GGP, CM-BIM
Senior Estimator
Loven Contracting

This scope of work, its cost, and the associated information included in this document are considered to be the property of and propriety information from Loven Contracting. Any dissemination to other parties requires prior approval by Loven Contracting.

LOVEN CONTRACTING™
BUILDING RELATIONSHIPS SINCE 1985

PROJECT NAME:	DCC GMP #2 Art Scope Attachment "A"
PROJECT NUMBER:	21-345-01
LAST UPDATED:	8/11/2023
OWNER(S):	Mountain Line
DURATION:	59 weeks
SQUARE FOOTAGE:	21107 BSF

DIVISION 01-GENERAL CONDITIONS		
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**ART**
012105	Administrative Assistance	$ 330.36
012106	Project Accounting	$ 153.86
013101	Project Executive	$ 202.50
013102	Senior Project Manager	$ 690.00
013103	Project Manager	$ 2,060.00
013106	Senior Superintendent	$ 3,816.00
013105	Project Engineer	$ 1,230.00
	01-General Conditions Total	**$ 8,482.72**

DIVISION 01A- GENERAL REQUIREMENTS		
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**ART**
012100	Small Tools	$ -
012101	Construction Electronic Media	$ 45.00
014000	Transporation	$ 766.45
015113	Construction Electricity	$ 133.00
015123	Building Acclimation	$ -
015126	Construction Lighting	$ -
015136	Construction Drinking Water	$ -
015213	Field Office	$ 262.00
015214	Site Foreman/Field Engineer	$ 1,512.00
015216	Safety Material + Aids	$ 44.00
015217	Safety Superintendent	$ 43.50
015219	Site Sanitation	$ 68.75
015400	Construction Aids/Rental	$ -
015526	Traffic Control	$ -
015623	Site Barricades	$ -
015626	Site Fencing + LCI Logo Screen	$ -
015629	Protective Walkways	$ -
015639	Tree Protection	$ -
015723	SWPPP	$ -
015813	Project Signage	$ -
017416	Site Maintenance	$ 760.00
017419	Construction Waste Disposal	$ 125.00
017423	Final Cleaning	$ -
017719	Closeout Requirements	$ 103.00
017829	Final Site Survey	$ -
017839	Project Record Docs	$ 103.00
	01A-General Requirements Total	**$ 3,965.70**

DIVISION 03 - CONCRETE		
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**ART**
033100	Structural Concrete	$ 16,193.50
	03-Concrete Total	**$ 16,193.50**

DIVISION 07 - THERMAL AND MOISTURE PROTECTION		
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**ART**
071100	Waterproofing	$ 1,500.00
	07-Thermal and Moisture Protection Total	**$ 1,500.00**

DIVISION 08 - OPENINGS		
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**ART**
088100	Glass Glazing	$ 32,637.00
	08-Openings Total	**$ 32,637.00**

DIVISION 26 - ELECTRICAL		
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**ART**
260000	Electrical	$ 5,900.00
	26-Electrical Total	**$ 5,900.00**

DIVISION 32 - EXTERIOR IMPROVEMENTS		
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**ART**
329000	Landscaping	$ 8,142.59
	32-Exterior Improvements Total	**$ 8,142.59**

ESTIMATE SUMMARY		
		ART
Subtotal		$ 76,821.51
Winter Conditions Allowance		$ -
Weather Days		$ -
CCSBP		$ -
Mockups		$ -
Contractor Contingency		$ 1,920.54
Material Escalation Allowance		$ 1,920.54
Insurance	1.55%	$ 1,250.27
Construction Fee	4.25%	$ 3,481.30
Builder's Risk		$ -
Bond		$ -
Sales Tax	9.18%	$ 5,096.02
Total Estimate		$ 90,490.17

FLAGSTAFF ALLIANCE FOR THE SECOND CENTURY INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereafter "Agreement") dated November 19th, 2020 between the **ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY** (hereafter "NAU"), **CITY OF FLAGSTAFF** (hereafter "City"), **COCONINO COUNTY** (hereafter "County"), **COCONINO COUNTY COMMUNITY COLLEGE DISTRICT** (hereafter "Community College"), **FLAGSTAFF UNIFIED SCHOOL DISTRICT** (hereafter "District"), and **NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY** (hereafter "Mountain Line") is to permit the Parties to participate in intergovernmental procurement pursuant to Arizona Revised Statutes ("A.R.S.") and rules of the applicable legislative or other governing bodies as provided herein. NAU, City, County, Community College, District, and Mountain Line may be referred to individually as Party or collectively as Parties.

ARTICLE 1 - TERM

1. This Agreement shall be for a period of ten (10) years effective from the date of final signature of the Parties.

2. Upon mutual consent of the Parties, this Agreement may be extended through an addendum signed by all Parties. No extension term may exceed ten (10) years.

ARTICLE 2 - AUTHORITY

1. NAU is authorized to enter into this Agreement pursuant to A.R.S. 11-952 and Arizona Board of Regents Policy 3-808.

2. City of Flagstaff is authorized to enter into this Agreement pursuant to A.R.S. 11-952 and 41-2632 and Article I, Section 3 of the Flagstaff City Charter.

3. Coconino County is authorized to enter into this Agreement pursuant to A.R.S. 11-952 and 41-2632 and Board of Supervisors action of _____, 2020.

4. Community College is authorized to enter into this Agreement pursuant to A.R.S. 11-952 and 41-2632 and Coconino County Community College District Governing Board action of _____, 2020.

5. The District is authorized to enter into this Agreement pursuant to A.R.S 11-952, 15-213, 15-341, 15-342, and 41-2632 and Governing Board action of _____, 2020.

6. Mountain Line is authorized to enter into this Agreement pursuant to A.R.S. 11-952.

ARTICLE 3 - PURPOSE

1. The purpose of this Agreement shall be to permit the Parties to participate in, sponsor, conduct and/or administer cooperative purchasing agreements for the procurement of any materials, services, professional services, construction or construction services in accordance with an agreement entered into between the applicable Parties defining the specific scope of the work.

2. Under this Agreement, the Parties may:

a. Sponsor, conduct, and/or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction;

b. Cooperatively use materials or services;

c. Commonly use or share warehousing facilities, capital equipment and other facilities;

d. Provide personnel, except that the requesting Party shall pay the Party providing the personnel the direct and indirect cost of providing the personnel;

e. On request and subject to reimbursement of reasonable and necessary costs when applicable, make available to each other informational, technical or other services or software that may assist in improving the efficiency or economy of procurement.

ARTICLE 4 – RESPONSIBILITIES OF EACH PARTY

1. Cover all costs associated with its individual activities relative to this Agreement, including but not limited to materials, utilities, maintenance, and personnel.

2. Ensure purchase orders issued against any other Party's bid documents and/or contracts are in accordance with the pricing and terms and conditions established in the bid document and/or contract.

3. Ordering of materials, equipment or services under this Agreement.

4. Make timely payments to the vendor or other Party in accordance with the terms and conditions of bid or contract documents or the agreement as set forth in **ARTICLE 3.1.** of this Agreement.

5. Exercise any rights or remedies under its agreement with a vendor as a result of utilizing bid and/or contract documents originated by any or all Parties to this Agreement;

however, the Party who administered the bid and/or contract documents, without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

ARTICLE 5 – INSURANCE AND INDEMNIFICATION

1. Each Party shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the acts and omissions of the Party's employees or agents. The Parties may include specific insurance requirements in individual agreements as applicable.

2. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party(ies) (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 officer, officials, agents, employees, or volunteers.

ARTICLE 6 - TERMINATION

1. Any Party may terminate its participation in this Agreement upon ninety (90) days written notice to all the Parties to this Agreement. Providing that at least two (2) Parties remain as participants in this Agreement, the Agreement shall remain in effect with the remaining Parties.

2. The Parties understand that this Agreement may be cancelled by action of any successor legislative or other governing body. It is further agreed that if the Agreement is cancelled, no damages to any of the respective Parties shall result from such cancellation.

3. The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes (A.R.S.) §38-511.

ARTICLE 7 – NONDISCRIMINATION

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. The Parties 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 status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on 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.

ARTICLE 8 - ARBITRATION

The Parties will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if required by A.R.S. § 12-133.

ARTICLE 9 – RECORDS RETENTION

The Parties agree to retain all books, accounts, reports, files and other records relating to the Agreement and to make such records available at all reasonable times for inspection and audit by the other Party(ies) or Auditor General of the State of Arizona, or their agents, during the term of and for a period of 5 years after the completion of the Agreement.

ARTICLE 10 – FINAL AGREEMENT

This Agreement represents the final agreement of the Parties and supersedes any prior written or oral agreements between the Parties.

ARTICLE 11 - COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Parties hereto have read and agree to the terms and conditions herein and have executed this Agreement as of the last signature hereof:

ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY

Name: Rita Hartung Cheng
Title: President
Date: 10/2/2020

REPRESENTING ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY:
The undersigned counsel for Northern Arizona University has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.
Signature:
Name: Michelle G. Parker
Title: General Counsel
Date: **October 1st, 2020**

CITY OF FLAGSTAFF

Coral J. Evans, MBA Digitally signed by Coral J. Evans, MBA DN: cn=Coral J. Evans, MBA, o=City of Flagstaff, ou=Mayor, email=cevans@flagstaffaz.gov, c=US Date: 2020.10.12 09:56:26 -07'00'

Name: Coral Evans
Title: Mayor
Date: October 12, 2020

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 and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Signature: Sterling T. Solomon Digitally signed by Sterling T. Solomon Date: 2020.10.09 13:33:30 -07'00'
Name: Sterling Solomon
Title: City Attorney
Date: October 9, 2020

Attest: Stacy Saltzburg Digitally signed by Stacy Saltzburg DN: cn=Stacy Saltzburg, o=City of Flagstaff, ou=City Clerk, email=stacy.saltzburg@flagstaffaz.gov, c=US Date: 2020.10.12 10:02:05 -07'00'
Title: City Clerk
Date: October 12, 2020

COCONINO COUNTY

Name:
Title: Chairman, Board of Supervisors
Date: 10/27/20

REPRESENTING COCONINO COUNTY:
The undersigned counsel for the Coconino County has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Name: Rose Winkeler
Title: Deputy County Attorney
Date: 10/27/20

Attest:

Lindsay Daley, Clerk of the Board

COCONINO COMMUNITY COLLEGE

Name:
Title: President
Date: 11/19/2020

REPRESENTING COCONINO COUNTY COMMUNITY COLLEGE DISTRICT:
The undersigned counsel for the Coconino County Community College District has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Signature:
Name: NATHAN SMITH
Title: ATTORNEY
Date: Oct. 13 / 2020

FLAGSTAFF UNIFIED SCHOOL DISTRICT

Name:
Title: Superintendent
Date: 9/30/2020

REPRESENTING FLAGSTAFF UNIFIED SCHOOL DISTRICT:
The undersigned counsel for the Flagstaff Unified School District has reviewed the Agreement and determined that the Agreement is in proper form.

Signature:
Name: Brandon Kavanaugh - Mangum Wall Stoops + Warden PLLC
Title: Partner/ Member
Date: 10/2/2020

MOUNTAIN LINE

Heather Dalmolin

Name: Heather Dalmolin
Title: CEO and General Manager
Date: 10/15/2020

REPRESENTING MOUNTAIN LINE:

The undersigned counsel for NAIPTA has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Todd A. Baxter

Name: Todd A. Baxter
Title: Member, Dickinson Wright PLLC
Date: 10/15/20

10. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Ben Mejia, Planner
Date:	08/24/2023
Meeting Date:	08/28/2023

TITLE:

Consideration and Approval of Final Plat: PZ-20-00216-05, Ben Fimbrez requests Final Plat approval for Fimbrez Estates located at 1300 W Lower Coconino Avenue, a six-lot, single-family subdivision on 10.04 acres in the Estate Residential (ER) Zone within the Resource Protection Overlay (RPO).

STAFF RECOMMENDED ACTION:

Approve the Final Plat and authorize the Mayor to sign the Final Plat and City/Subdivider Agreement when notified by staff that all documents are ready for signature and recordation.

Executive Summary:

The property owner, Ben Fimbrez, requests approval of a final plat for a six-lot, single-family residential subdivision on 10.04 acres located at 1300 W Lower Coconino Avenue.

Financial Impact:

No financial impacts are anticipated with this Final Plat.

Policy Impact:

There are no policy impacts anticipated with this Final Plat.

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

Priority Based Budget Key Community Priorities and Objectives

Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.

Carbon Neutrality Plan

DD-1: Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.

Regional Plan

Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
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:

Council approved a Minor Regional Plan Amendment and Zoning Map Amendment in support of the proposed six-lot subdivision in 2010. The preliminary plat was approved on February 1, 2022.

Options and Alternatives:

1. Approve the Final Plat with no conditions, as recommended by City staff.
2. Approve the Final Plat with conditions.
3. Deny the Final Plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

In 2010 the applicant/owner, Ben Fimbrez, requested a minor Regional Plan Amendment to support a rezoning from Rural Residential (RR) to Estate Residential (ER) for a six-lot subdivision referred to as Fimbrez Estates. Both the Regional Plan Amendment and the rezoning occurred under the previous Regional Land Use and Transportation Plan and the Land Development Code. Under the Land Development Code, the RR Zone would have only allowed two units on the 10+ acre site. The rezoning to ER allowed the applicant to utilize the "single-family detached development pad option" for a total of six-units. This option provides a mechanism for achieving gross densities for conventional single-family residential subdivisions when substantial natural resources are present on site. This option today is like the Planned Residential Development currently in the Zoning Code. The current Zoning Code would not have required the rezoning that was approved in 2010. While both the plan amendment and the rezoning were approved, the applicant did not move forward with the subdivision until the preliminary plat was approved in February 2022.

Key Considerations:

The property is zoned ER, Estate Residential which has a maximum density of one dwelling unit per acre within the Resource Protection Overlay. The proposed subdivision is approximately 0.59 units per acre in conformance with this density requirement. Lot sizes range from 1.07 acres to 1.47 acres. All lots within the proposed subdivision meet the minimum lot width, depth, and size requirements for the ER Zone. For the purposes of tree and steep slope resource preservation, the plat proposes unique building envelopes for each lot that reduces the minimum required setbacks for the ER Zone as follows:

- Front: 50' required - **staff is recommending 10' for side loaded garages and 15' for front loaded garages**
- Interior Side: 20'/45' combined required
- Rear: 60' required

Community Benefits and Considerations:

The community benefits of this project are encapsulated in the PBB Key Community Priorities/Objectives and the Regional Plan Goals and Policies review.

Community Involvement:

Inform. The existing zoning of the subject property allows for the proposed subdivision. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Final Subdivision Plat review process.

Attachments: Application
Final Plat

Subdivider Agreement

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618

Date Received	**Application for Subdivision Review**	File Number

Property Owner(s) Ben Fimbrez			**Phone** 602-615-5948
Mailing Address 14638 N 10th St	**City, State, Zip** Phoenix, AZ 85022		**Email** benzhd@aol.com
Applicant(s) Ben Fimbrez			**Phone** 602-615-5948
Mailing Address 14638 N 10th St	**City, State, Zip** Phoenix, AZ 85022		**Email** benzhd@aol.com
Project Representative Alicia Stoffers, Woodson Engineering			**Phone** 928-774-4636
Mailing Address 124 N Elden St	**City, State, Zip** Flagstaff, AZ 86001		**Email** astoffers@woodsoneng.com
Requested Review: ☐ Development Master Plan	☐ Conceptual Plat		☐ Preliminary Plat P&Z and Council
☐ Modified Subdivision	☐ Preliminary Plat		☒ Final Plat- Council

Project Name: Fimbrez Subdivision	**Site Address** 1300 W Lower Coconino Ave		**Parcel Number** 103-01-006A and 112-04-001D
Proposed Use Residential	**Existing Use** vacant	**Subdivision, Tract & Lot Number**	
Zoning District Estate Residential	**Regional Plan Category** Suburban	**Flood Zone** x	**Size of Site (Sq. ft. or Acres)** 10.04 Acres

Property Information:
☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____)
☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
☒ Yes ☐ No Subject property is undeveloped land?

Surrounding Uses	North	South	East	West
(Res, Com, Ind)	Lowell Observatory	Railroad	Residential	Residential

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Residential	6		10.04 acres	

Please complete a *"Subdivision Review Application"* and provide an initialed *"Application and Information Checklist"* form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (required)	Date:	Applicant Signature:	Date:
Ben Fimbres	1-3-2023	Ben Fimbres	1-3-2023

For City Use

Date Filed:	**Case Number (s)**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

Action by Planning and Zoning Commission:	Action By City Council:
Approved	Approved
Denied	Denied
Continued	Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

FINAL PLAT of FIMBREZ ESTATES

A 6-LOT SUBDIVISION OF THAT PARCEL SHOWN IN INSTRUMENT NO. 3945308, SITUATED IN SECTIONS 20 & 21, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, CONTAINING ±10.04 ACRES

DEDICATION

STATE OF ARIZONA

COUNTY OF COCONINO

KNOW ALL PERSONS BY THESE PRESENTS:

THAT FIMBREZ ESTATES, LLC, ["GRANTOR" OR "OWNER"], HAS SUBDIVIDED UNDER THE NAME FIMBREZ ESTATES, A SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, DESCRIBED AS IN INSTRUMENT NUMBER 3945038, RECORDS OF COCONINO COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF FIMBREZ ESTATES AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

EASEMENTS DEDICATED

GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION, PERPETUAL NON-EXCLUSIVE EASEMENTS OVER, UNDER, UPON, AND ACROSS ALL EASEMENT AREAS, INCLUDING THE ENTIRETY OF TRACT A, DESIGNATED ON THE PLAT FOR THE EASEMENT PURPOSES, INCLUDING ANY RELATED FACILITIES AND EQUIPMENT AS FOLLOWS:

DRAINAGE MAINTENANCE EASEMENT (DME), FOR CITY ACCESS TO MAINTAIN PRIVATE DRAINAGE WAYS AND DRAINAGE FEATURES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF NATURAL AND MAN-MADE CHANNELS, WASHES, WATERCOURSES, RETENTION AND DETENTION BASINS, STORAGE BASINS, STORM DRAINS, MONITORING DEVICES, IN THE EVENT GRANTOR HAS FAILED TO PROPERLY MAINTAIN PRIVATE DRAINAGE WAYS IN ACCORDANCE WITH THE FLAGSTAFF CITY CODE.

EMERGENCY AND SERVICE VEHICLE ACCESS EASEMENT (ESVAE) FOR PUBLIC USE, INCLUDING WITHOUT LIMITATION, THE RIGHT OF ACCESS FOR EMERGENCY, POLICE, FIRE, PUBLIC SAFETY, REFUSE COLLECTION, UTILITY, AND OTHER SERVICE PERSONNEL AND VEHICLES. GRANTOR SHALL CONSTRUCT AND MAINTAIN THE ESVAE IN ACCORDANCE WITH ENGINEERING STANDARDS FOR HEAVY EQUIPMENT IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.

FLAGSTAFF URBAN TRAILS SYSTEM EASEMENT (FUTS) FOR PUBLIC ACCESS PURPOSES FOR PEDESTRIANS AND BICYCLES, INCLUDING WITHOUT LIMITATION THE CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, OF THE FLAGSTAFF URBAN TRAILS SYSTEM, INCLUDING ANY CITY FENCING, WALLS, GRADING, LANDSCAPING, LATERAL AND SUBJACENT SUPPORT, DRAINAGE STRUCTURES AND FACILITIES, SIGNS, OR OTHER FEATURES ASSOCIATED WITH THE TRAIL. MOTORIZED USES AND PRIVATE IMPROVEMENTS ARE PROHIBITED ON THE TRAIL, UNLESS PERMITTED BY THE FLAGSTAFF CITY CODE OR FOR CITY OPERATIONAL PURPOSES. VEHICULAR ACCESS TO THE PRIVATE PROPERTIES ON THE PRIVATE ROADWAY WILL BE MAINTAINED.

PUBLIC UTILITY EASEMENT (PUE), FOR PUBLIC USE AND PUBLIC UTILITY COMPANIES, FOR UTILITY PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF ELECTRICITY, ENERGY, GAS, WATER, SEWER, PUBLIC STORM WATER SYSTEM, TELECOMMUNICATIONS, INTERNET SERVICES, CABLE TELEVISION, AND OTHER UTILITIES.

PUBLIC ACCESS EASEMENT (PAE) FOR PUBLIC ACCESS PURPOSES FOR PEDESTRIANS, BICYCLES, MOTORIZED AND NON-MOTORIZED VEHICLES. GRANTOR IS RESPONSIBLE FOR SNOW REMOVAL IN THE EASEMENT AREA, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.

EASEMENT GENERAL CONDITIONS:

ALL EASEMENTS GRANTED HEREIN ARE SUBJECT TO THE FOLLOWING GENERAL CONDITIONS:

a. GRANTOR SHALL NOT ALLOW USE OF THE EASEMENT AREA IN A MANNER THAT INTERFERES WITH EASEMENT;
b. GRANTOR SHALL MAINTAIN EASEMENT AREAS FREE AND CLEAR OF VEGETATION OR OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, PER THE FLAGSTAFF CITY CODE AS AMENDED; AND
c. GRANTEE MAY MAINTAIN VEGETATION AND REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT;
d. IN THE EVENT THE CITY OF FLAGSTAFF HAS NOTIFIED GRANTOR AND PROVIDED REASONABLE OPPORTUNITY TO MAINTAIN THE SLOPE, VEGETATION AND/OR REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, CITY OF FLAGSTAFF MAY ISSUE AN ASSESSMENT AGAINST GRANTOR TO RECOVER THE CITY'S ACTUAL, REASONABLE MAINTENANCE COSTS AND RECORD IT AS A LIEN AGAINST GRANTOR'S PROPERTY UNTIL THE ASSESSMENT AND ANY STATUTORY INTEREST IS PAID;
e. GRANTEE SHALL HAVE A LIMITED, TEMPORARY RIGHT OF ACCESS ACROSS GRANTOR'S ADJACENT PROPERTY FOR EASEMENT PURPOSES IF ACCESS CANNOT BE REASONABLY ACHIEVED BY OTHER MEANS.

BINDING EFFECT. THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IMPROVEMENTS. GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF ALL IMPROVEMENTS INSTALLED OR CONSTRUCTED BY GRANTOR FOR CITY PUBLIC RIGHTS-OF-WAY AND CITY UTILITIES WITHIN THE EASEMENT AREAS, AND SUCH DEDICATION SHALL BE EFFECTIVE WHEN FORMALLY ACCEPTED BY THE CITY ENGINEER (THE "ACCEPTANCE DATE.").

ACKNOWLEDGEMENT

NOW, THEREFORE, IN WITNESS WHEREOF, GRANTOR HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20__.

FIMBREZ ESTATES, LLC

BY_____

ITS_____

IN WITNESS WHEREOF, GRANTOR(S) HAS/HAVE HEREUNTO CAUSED HIS/HER/THEIR NAME(S) TO BE SIGNED, THIS _____ DAY OF _____, 20__.

BENJAMIN F. FIMBREZ

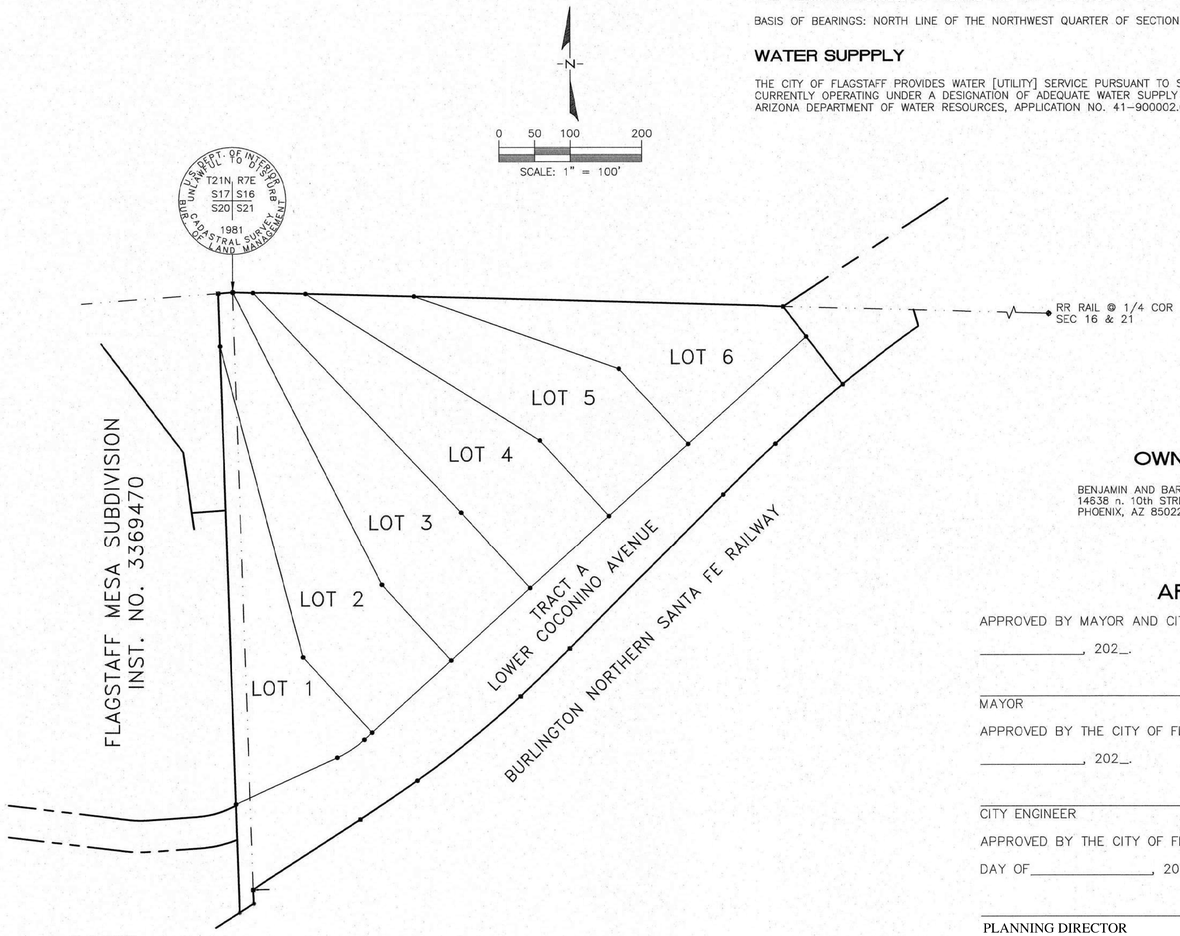
BY_____

ITS_____

STATE OF ARIZONA)
) SS
COUNTY OF COCONINO)

ON THIS_____DAY OF _____, 20__, BEFORE ME PERSONALLY APPEARED_____, THE_____, AN_____ FOR AND ON BEHALF THEREOF, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIM TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE DOCUMENT

_____
NOTARY PUBLIC



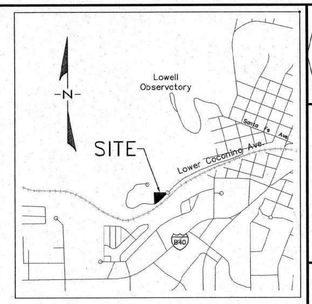
SURVEY CONTROL NOTES

FIELD MEASUREMENTS USED TO PREPARE THIS MAP WERE MADE IN 2022

BASIS OF BEARINGS: NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21: S 88°27'23" E

WATER SUPPPLY

THE CITY OF FLAGSTAFF PROVIDES WATER [UTILITY] SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41-900002.0002.



VICINITY MAP

FLAGSTAFF, ARIZONA (NOT TO SCALE)

PARCEL AREAS

PARCEL	AREA
LOT 1	48,570 SQ. FT
LOT 2	63,849 SQ. FT.
LOT 3	59,112 SQ. FT.
LOT 4	60,623 SQ. FT
LOT 5	56,645 SQ. FT
LOT 6	46,570 SQ. FT.
TRACT A	102,057 SQ. FT.

SURVEY NOTES

1. THIS MAP WAS PREPARED FROM NOTES OF FIELD SURVEYS PERFORMED BY ME DURING 2022.
2. TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS A COMPLETE AND ACCURATE REPRESENTATION OF SAID SURVEYS.
3. MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN.
4. THIS MAP DOES NOT PURPORT TO VERIFY THE OWNERSHIP OF ANY PROPERTY SHOWN OR INVOLVED IN THIS SURVEY. ACTUAL OWNERSHIP LINES MAY BE AFFECTED BY MONUMENTS, LINES OF OCCUPATION, AND OTHER UNWRITTEN RIGHTS.
5. ALL LOT CORNER MONUMENTS HAVE BEEN SET AS SHOWN HEREON.

OWNER

BENJAMIN AND BARBARA FIMBREZ
14638 n. 10th STREET
PHOENIX, AZ 85022

ENGINEER

ALICIA STOFFERS, PE
WOODSON ENGINEERING AND SURVEYING., INC.
124 N. ELDEN STREET
FLAGSTAFF, AZ 86001

APPROVALS

APPROVED BY MAYOR AND CITY COUNCIL OF FLAGSTAFF ON THIS _____ DAY OF _____, 202_.

_____ MAYOR

_____ CITY CLERK

APPROVED BY THE CITY OF FLAGSTAFF ENGINEERING DEPARTMENT ON THIS _____ DAY OF _____, 202_.

_____
CITY ENGINEER

APPROVED BY THE CITY OF FLAGSTAFF PLANNING AND ZONING DIRECTOR ON THIS _____ DAY OF_____, 202_.

_____
PLANNING DIRECTOR

PLAT NOTES

FLOOD ZONE. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04005C6808G], WITH A DATE OF IDENTIFICATION OF 9/3/2010, FOR COMMUNITY NO. 040020, IN COCONINO COUNTY, ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

RESOURCE PROTECTION. A BUILDING ENVELOPE FOR EACH LOT IS SHOWN AND PLATTED HEREON FOR THE PURPOSE OF MAINTAINING RESOURCES IN ACCORDANCE WITH THE ZONING CODE'S RESOURCE PROTECTION OVERLAY DESIGNATION. ALL DEVELOPMENT ON A LOT SHALL OCCUR WITHIN THE BUILDING ENVELOPE, EXCEPT THAT ACCESSORY STRUCTURES THAT COMPLY WITH THE REQUIREMENTS OF THE ZONING CODE MAY BE DEVELOPED OUTSIDE OF THE BUILDING ENVELOPE, PROVIDED THAT NO RESOURCES ARE REMOVED OR ENCROACHED UPON. A MODIFICATION TO A LOT'S BUILDING ENVELOPE THAT COMPLIES WITH THE ZONING CODE MAY BE APPROVED BY THE CITY OF FLAGSTAFF'S PLANNING DIRECTOR AND RECORDED IN COCONINO COUNTY, ARIZONA. ALL APPLICABLE PROVISIONS OF THE ZONING CODE, AS AMENDED, SHALL APPLY.

DEDICATIONS TO HOA

THE STORM WATER BASIN AND COLLECTION INFRASTRUCTURE WITHIN TRACT A SHALL BE OWNED BY THE COMMUNITY ASSOCIATION, WHO SHALL BE SOLELY RESPONSIBLE FOR ITS OPERATION, MAINTENANCE, AND LIABILITY

THE PRIVATE ROADWAY WITHIN TRACT A SHALL BE OWNED AND MAINTAINED BY THE COMMUNITY ASSOCIATION, AND IT SHALL REMAIN OPEN TO THE PUBLIC WITHOUT RESTRICTION OF CONDITION, AND NO GATE, GUARDHOUSE, OR OTHER DEVICE OR STRUCTURE MAY BE USED ON SUCH PRIVATE ROADWAY WITHIN THE SUBDIVISION TO IMPEDE PUBLIC ACCESS.



UTILITY ACKNOWLEDGEMENTS

UTILITY COMPANY	SIGNATURE	DATE
ARIZONA PUBLIC SERVICE CO.	BY LETTER	1/4/2023
ALTICE	BY LETTER	3/28/2023
OPTIMUM	BY LETTER	3/13/2023
UNISOURCE UTILITY SERVICES	BY LETTER	4/10/2023

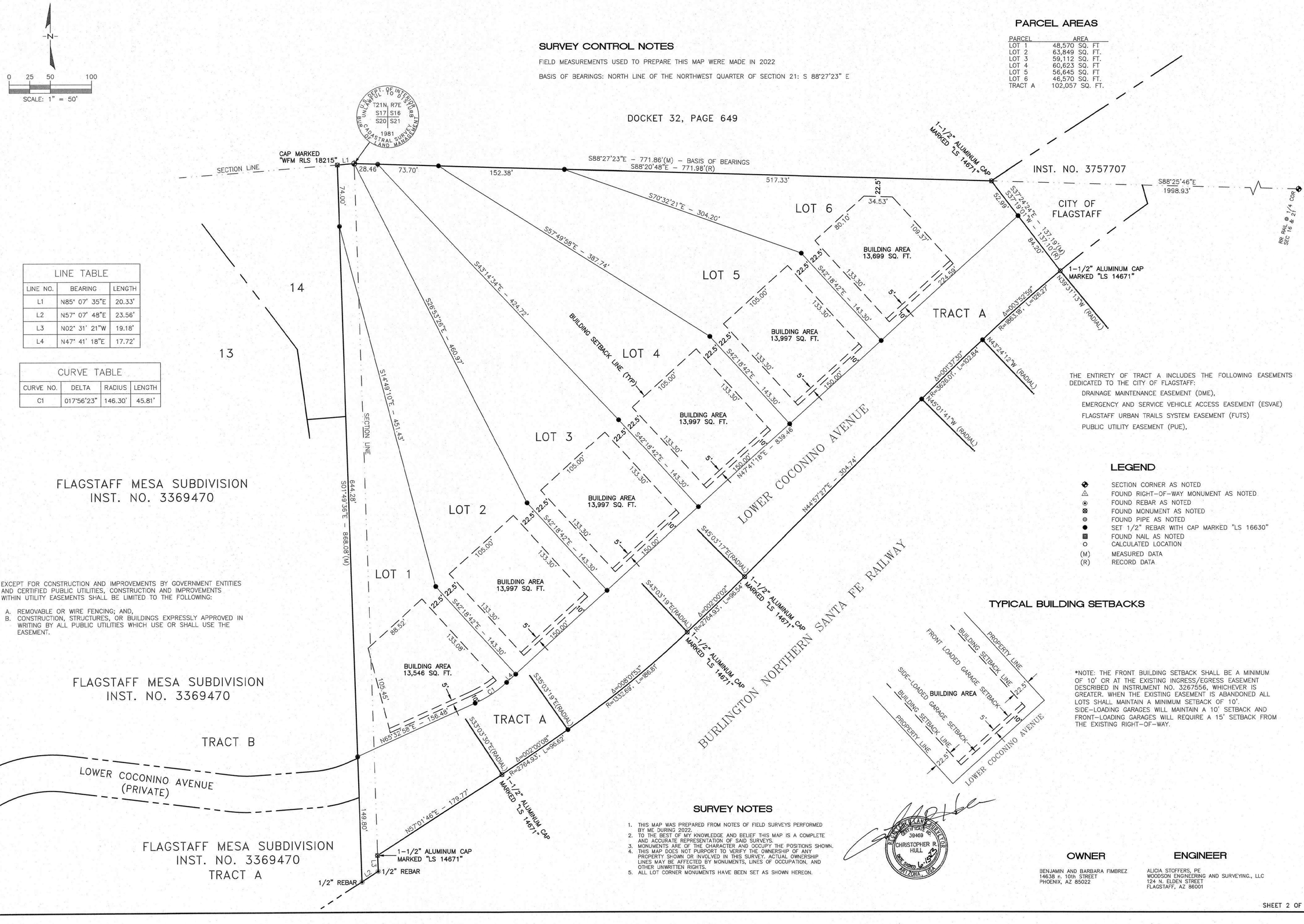
WOODSON ENGINEERING AND SURVEYING, LLC
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 • WWW.WOODSONENG.COM

120053

6-15-2023

FINAL PLAT
FIMBRE ESTATES
FLAGSTAFF, ARIZONA

DRAFTED BY: JAF
DATE: 6-15-2023
PROJ. NO.: 120053
FN: 120053.dwg



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N85° 07' 35"E	20.33'
L2	N57° 07' 48"E	23.56'
L3	N02° 31' 21"W	19.18'
L4	N47° 41' 18"E	17.72'

CURVE TABLE			
CURVE NO.	DELTA	RADIUS	LENGTH
C1	017°56'23"	146.30'	45.81'

SURVEY NOTES

1. THIS MAP WAS PREPARED FROM NOTES OF FIELD SURVEYS PERFORMED BY ME DURING 2022.
2. TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS A COMPLETE AND ACCURATE REPRESENTATION OF SAID SURVEYS.
3. MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN.
4. THIS MAP DOES NOT PURPORT TO VERIFY THE OWNERSHIP OF ANY PROPERTY SHOWN OR INVOLVED IN THIS SURVEY. ACTUAL OWNERSHIP LINES MAY BE AFFECTED BY MONUMENTS, LINES OF OCCUPATION, AND OTHER UNWRITTEN RIGHTS.
5. ALL LOT CORNER MONUMENTS HAVE BEEN SET AS SHOWN HEREON.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 39469 CHRISTOPHER R. HULL DATE SIGNED 6-15-23 ARIZONA, USA

OWNER

BENJAMIN AND BARBARA FIMBREZ
14638 n. 10th STREET
PHOENIX, AZ 85022

ENGINEER

ALICIA STOFFERS, PE
WOODSON ENGINEERING AND SURVEYING, LLC
124 N. ELDEN STREET
FLAGSTAFF, AZ 86001

SHEET 2 OF 2

WOODSON ENGINEERING AND SURVEYING, LLC
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 • WWW.WOODSONENG.COM

120053

6-15-2023

FINAL PLAT
FIMBRE ESTATES
FLAGSTAFF, ARIZONA

DRAFTED BY: JAF
DATE: 6-15-2022
PROJ. NO.: 120053
FN: 120053 dwg

CITY / SUBDIVIDER AGREEMENT
CITY OF FLAGSTAFF, ARIZONA

This Agreement is entered into by and between the CITY OF FLAGSTAFF, a municipal corporation duly created and existing under the laws of the State Arizona, hereinafter referred to as CITY; and Benjamin Fimbrez _____ Subdivider, hereinafter referred to as SUBDIVIDER.

W I T N E S S E TH

WHEREAS, Benjamin Fimbrez (Subdivider) desires to subdivide property within the City of Flagstaff, Arizona known as Fimbrez Estates ; and

WHEREAS, CITY is agreeable to accepting said subdivision as proposed; providing that the subdivider constructs the subdivision in accordance with City standards and as set forth in the approved preliminary plat, and while fulfilling the obligations set forth below, which the subdivider hereby assumes; and

WHEREAS, building permit(s) is (are) required and will be issued following execution of this agreement;

NOW, THEREFORE, in consideration of the subdivision and the mutual covenants of the parties hereinafter expressed, the parties hereto agree as follows:

1. SUBDIVIDER agrees to construct all improvements in conformance with the CITY'S Subdivision Regulations and the "General Construction, Standards and Specifications" of the CITY, and to employ a responsible supervisor.

2. SUBDIVIDER further agrees to dedicate all streets and rights-of-way to the CITY for public use and to offer all public improvements to the CITY for acceptance into the CITY system.

3. The CITY agrees to accept the Subdivision as platted and to accept ownership of public improvements upon their completion and approval by the CITY.

4. In the event that the CITY should be required to institute any action for the enforcement of this agreement, SUBDIVIDER, shall be required to pay a reasonable attorney's fee in addition to all other costs assessed in any such action.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their own behalf and by the duly authorized officials and officers on the day and year herein written.

(~~Signed~~): Benjamin Jimbrez OWNER
Subdivider/Title

Subdivider/Title

STATE OF ARIZONA)
) ss
County of ~~Coconino~~ Maricopa)

SUBSCRIBED AND SWORN to before me this 3 day of January, 2023 by Benjamin Fimbrez.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

EVAN POGUE
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 601093
Expires March 10, 2025

Notary Public

My Commission expires: March 10, 2025

Dated this _____ day of _____ 20_____ in Flagstaff, Coconino County, Arizona.

By: _____
Mayor

ATTEST:

_____
City Clerk

10. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Edward Schenk, Water Services Manager - Stormwater
Co-Submitter:	Adam Miele
Date:	08/24/2023
Meeting Date:	08/28/2023

TITLE:

Consideration and Approval of Contract: Ratification of the Emergency Construction Contract #2023-153 and subsequent Change Order 1 with Joe Dirt Excavating for the dredging and repair of Frances Short Pond in the amount of $414,484.44.

STAFF RECOMMENDED ACTION:

1. Ratify and approve the Emergency Construction Contract #2023-153 in the amount of $397,784.44 and the subsequent Change Order 1 in the amount of $16,700.00 for a total contract amount of $414,484.44 with Joe Dirt Excavating for the dredge and repair of Frances Short Pond after the post-wildfire flood events of 2022.
2. Ratify the authorization to the City Manager to execute all necessary documents.

Executive Summary:

Frances Short Pond was impacted by multiple flash floods in the summer of 2022. Due to the disposition of the flood sediment (and ash), the water quality of the pond was very poor and thus unable to sustain aquatic life. It also became a hazard to the public. Additionally, with the pond capacity compromised, the functionality of the pond to act as a flood control facility was greatly diminished. The impacts of flooding to the downstream business and residential homes were inherently increased with a compromised Frances Short Pond. The dredging (sediment removal) of the pond was eligible for State Disaster recovery funds from post-fire flooding in 2022; however, that source of funding had an August 2nd, 2023 deadline for expenditure. Emergency procurement was needed while City Council was on summer recess to complete this needed disaster recovery project before funding eligibility expired.

Financial Impact:

This Project is funded by Public Assistance Grant SD#2303 from the Arizona Department of Emergency Management and Military Affairs (DEMA) for assistance with Pipeline West Post-Fire Flooding 2022. Up to 75% of the costs of the pond dredging and repairs (approximately $303,176) should be reimbursable by DEMA. There was conduit ran to the pond island that is new infrastructure ($10,250.00) and will be funded through a separate Water Services/Stormwater account. The contract for these services is for a total of $414,484.44.

Policy Impact:

The approval / ratification the construction contract with Joe Dirt Excavation for the Frances Short Pond sediment removal project in the amount of $414,484.44 will affirm the emergency procurement that was initiated. Once the project is completed, there will be an improvement to the ponds water quality, which will again be able to sustain aquatic life in the pond (once filled by natural means). With the removal of the sediment, the pond capacity will be reestablished ensuring the functionality of the flood control facility and pond park amenity. This flood control facility provides meaningful flood mitigations to the residential homes and business owners downstream and pond park amenity is beloved by many, both in and outside the community.

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

PBB Priorities

The maintenance of this ecosystem is a critical need that supports stormwater infrastructure and is a high priority in PBB. This project is an extension to the City of Flagstaff's goals to environmental stewardship priorities. This project will promote, protect & enhance a healthy, sustainable environment & its natural resources. With the removal of the sediment, this will strengthen Flagstaff's resilience to climate change impacts in the Rio de Flag corridor.

Carbon Neutrality Plan

This project will increase the Rio de Flag resilience to stormwater emergencies in the future.

Regional Plan

This project fully supports our ecosystem and aids in the Rio de Flag watershed. With the completed project, staff is anticipating a large benefit to the public health (as outlined in the regional snapshot).

Has There Been Previous Council Decision on This:

No previous council decisions on this project.

Options and Alternatives:

Approve / ratify the construction contract with Joe Dirt Excavation for the Frances Short Pond sediment removal project in the amount of $414,484.44.

Background/History:

Frances Short Pond is located adjacent Thorpe Road and was constructed in 1923 to serve as a water storage tank for the Santa Fe Railroad steam trains. Over the years, the pond has been improved to serve not only local wildlife needs but recreation and act as a flood control structure. The pondwater is supplied by waters that flow through the Rio de Flag that is one of the major waterways through Flagstaff that ultimately drains into the Little Colorado River. The Rio de Flag is supplied by various springs as well as runoff from the San Francisco Peaks. In June of 2022 there was a large forest fire within the San Francisco Peaks named the Pipeline Fire that burnt approximately 26,500 acres. As a result of the fire, there has been a large volume of ash, soil and debris that has washed down the burn area, through the Rio de Flag and deposited into the Frances Short Pond. In 2021 and November 2022 the pond was surveyed to estimate the volume of sedimentation and overall capacity of the structure. It was determined that the overall capacity of the pond has been greatly diminished, due almost exclusively to the 2022 fire. The intent of the project is to remove the deposited sediment and thus improve the overall capacity and water quality of the pond. Dredging the pond before the monsoon season will provide critical flood mitigation for Downtown and Southside as well as provide the ability to re-fill the pond naturally so that it can be stocked with fish post-monsoon.

The Purchasing Director determined this project qualified as an Emergency Procurement due to the immediate flooding threat to citizens from possible monsoon rains.

Key Considerations:

Over the life of the Frances Short Pond, there have been several redesigns and maintenance projects. With the recent runoff from the burn scar areas within the Pipeline fire area, a substantial volume of debris (soil, ash, rocks) deposited and compromised the water quality and overall capacity of the facility. The Frances Short Pond sediment removal project will provide a much-needed maintenance to the facility.

Community Benefits and Considerations:

With the completion of the Frances Short Pond sediment removal project, the projected water quality will be able to sustain aquatic life of the pond, once filled by natural means. With the removal of the sediment, the pond capacity will be reestablished ensuring the functionality of the flood control facility. This flood control facility provides meaningful flood mitigations to the residential homes and business owners downstream.

Community Involvement:

The community continues to support environmental stewardship priorities initiatives demonstrating a strong understanding of supporting a quality infrastructure and protect & enhance a healthy, sustainable environment & its natural resources. City staff often receive citizen feedback and public participation to support our efforts of stormwater maintenance. City staff have placed temporary signage at the pond explaining the project, have provided updates at City Council monthly flood updates, and the Stormwater Section Director recently (8/5/23) gave a presentation to members of Friends of the Rio at the pond providing updates on the project.

Expanded Options and Alternatives:

None at this time for this emergency procurement and disaster recovery funded project.

Attachments:

Construction Contract
Change Order 1
Sediment removal sheet
Press Release

EMERGENCY CONSTRUCTION CONTRACT #2023-153

City of Flagstaff, Arizona
and
Joe Dirt Excavating, Inc.

The Emergency Construction Contract ("Contract") is made and entered into this 7th day of July 2023, by and between the City of Flagstaff, a political subdivision of the State of Arizona with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Joe Dirt Excavating, Inc., an Arizona Corporation ("Contractor") with offices at 2248 N. Walgreen Blvd., Flagstaff, AZ 86004. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner has acquired Public Assistance Grant SD#2303 from the U.S. Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and Arizona Department of Emergency Management and Military Affairs for assistance with Pipeline West Post-Fire Flooding 2022;

B. Owner desires to obtain construction services to respond to the Pipeline West Post-Fire Flooding 2022; and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work and the As-built Report within the required time in accordance with the calendar days included in the Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. Contractor shall furnish any and all labor, materials, equipment, transportation, and services for the **Frances Short Pond - Sediment Removal Project ("Project")**.

1.1 The Project scope is specific to the Scope of Work and As-built Report, attached as ***Exhibit A.*** The Project includes dredging the pond to the as-built elevations. A detailed digital elevation file will be shared with the Contractor at a future date.

1.2 Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.3 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer at a location identified by the Owner. The meeting will be held at a location identified by the Owner. The purpose of the meeting is to outline specific construction items and procedures that the Owner feels require special attention on the part

of Contractor. Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with the Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG") Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction attached as ***Exhibit B***; and any Arizona Department of Transportation ("ADOT") Standards that may be referenced on the plans or in the specifications, incorporated in the Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into the Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of the Contract:

2.1.1	Scope of Work and As-built Report	Exhibit A
2.1.2	Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit B
2.1.3	FEMA/ADEMA Public Assistance Grant Provisions SD#2303	Exhibit C

3. Payments. In consideration of the satisfactory performance of the work described in the Contract, the Owner shall pay **three hundred ninety-seven thousand seven hundred eighty-four dollars and forty-four cents ($397,784.44), plus additional costs and fees**, to the Contractor for work and materials provided in accordance with the Scope of Work and As-built Report, attached as ***Exhibit A***, which amount includes federal, state, and local taxes, as applicable. This amount shall be payable through progress payments, subject to the following conditions:

3.1 This Project is funded by Public Assistance Grant SD#2303 from the U.S. Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and Arizona Department of Emergency Management and Military Affairs for assistance with Pipeline West Post-Fire Flooding 2022.

3.2 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials as identified and in conjunction with the cost estimation included in the Scope of Work and As-built Report, attached as ***Exhibit A***;

3.3 The City Engineer shall have the right to determine the final amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment; and

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in the Contract by **July 24, 2023,** to proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by the Contract shall be done in accordance with the latest and best accepted practices of the trades involved. Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non-Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with the Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of the Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of Contractor shall entitle Contractor to an extension of time equal to the delay so caused. Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute the Contract within the time specified in Section 4 above (Time of Completion), or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under the Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform the Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of the Contract.

9. Labor Demonstration. It is understood that the work covered by the Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the

Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate the Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract price of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at its own expense. Contractor shall, at all times, keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit B, Section 107.2.1.)

11. Maintenance During Winter Suspension of Work. A "Winter Shutdown" is the period of time typically including December through March. The Owner and Contractor will comply with the requirements of the Flagstaff Amendments to MAG, Section 105.16, relating to Maintenance During Winter Suspension of Work.

12. Assignment. No right or interest in the Contract shall be assigned, in whole or in part, by Contractor without prior written permission of the Owner and no delegation of any duty of Contractor shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of the Contract and that Contractor shall also remain liable under all obligations, terms and conditions of the Contract.

13. Notices. Many notices or demands required to be given, pursuant to the terms of the Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set

forth below ***and*** to legal counsel for the party to whom the notice is being given.

If to Owner:
Emily Markel
Procurement Specialist
211 West Aspen Avenue
Flagstaff, AZ 86001
EMarkel@flagstaffaz.gov

If to Contractor:
Jamie Williamson, Estimator/PM
Joe Dirt Excavating, Inc.
2248 North Walgreens Street
Flagstaff, AZ 86004
Phone: 928-607-5319
jamie@joedirtx.com

A Copy to:
Adam Miele, PE
Senior Project Manager – Public Works
City of Flagstaff
3200 West Route 66
Flagstaff, AZ 86001
amiele@flagstaffaz.gov

14. Contract Violations. If any of the provisions of the Contract are violated by Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract ("Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of Contractor, and Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

15. Termination for Convenience. The Owner may terminate the Contract at any time for any reason by giving at least **five (5) calendar days** written notice to Contractor. If termination occurs, Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The Parties agree that fair market value shall be determined based on Contractor's original bid price, less any work not yet completed by Contractor as of the date the written notice of termination is given to Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, save and hold harmless the "City of Flagstaff" and its officers, officials, agents, and employees (as the "Indemnitee") from and against liabilities, damages, losses and costs, including reasonable attorneys' fees, but only to the extent caused by the, recklessness or intentional wrongful conduct of Contractor, subcontractor or design professional or other persons employed or used by Contractor, subcontractor or design professional in the performance of the Contract. The amount and type of insurance coverage requirements set forth in

the Contract (Exhibit B, Section 103.6) will in no way be construed as limiting the scope of Contractor's Liability or Indemnification.

17. Non-Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under the Contract, the Owner will notify Contractor in writing of such occurrence, and the Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under the Contract are exhausted. No payments shall be made or due to the other party under the Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under the Contract.

18. Amendment of Contract. The Contract may not be modified or altered except in writing and signed by duly authorized representatives of the Parties.

19. Subcontracts. Contractor shall not enter into any subcontract, such as for earth working excavating equipment or disposal of materials from the pond, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, Contractor has received prior written approval from the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

20. Cancellation for Conflict of Interest. The Contract is subject to the cancellation provisions of A.R.S. § 38-511.

21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of the Contract.

22. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

23. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it has complied with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401 a breach of this warranty is a material breach of the Contract subject to penalties up to and including termination of the Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

24. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of the Contract subject to penalties up to and including termination of the Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

25. Jurisdiction and Venue. The Contract shall be administered and interpreted under the laws of the State of Arizona. Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

26. Attorneys' Fees. If suit or action is initiated in connection with any controversy arising out of the Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

27. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of the Contract.

28. No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of the Contract are for the sole benefit of, and may be enforceable solely by, the Parties to the Contract, and none of the terms, provisions, conditions, and obligations of the Contract are for the benefit of, or may be enforced by, any person or entity not a Party to the Contract.

29. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Contract.

30. Severability. If any part of the Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the Parties intend that the remaining provisions of the Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

31. Force Majeure.

31.1 There may be events that occur during the term of the Contract that are beyond the control of both the Owner 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.

31.2 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 Owner shall not pay additional costs incurred by Contractor as a result of such Events.

31.3 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.

32. No Boycott of Israel. Pursuant to A.R.S. §§ 35-393 and 35-393.01, if Contractor has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no

cents ($100,000), Contractor 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.

33. Contract 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.

34. 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, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: (a) the forced labor of ethnic Uyghurs in the People's Republic of China; (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (c) 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, the company shall notify the Owner within five business days after becoming aware of the noncompliance. If Contractor does not provide the Owner with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the Owner of the noncompliance, the 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.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed the Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

Greg Clifton
2023.07.07 11:50:11
-07'00'

Greg Clifton, City Manager

Attest:

Digitally signed by Stacy Saltzburg
Date: 2023.07.07 16:19:42 -07'00'

City Clerk

Approved as to form:

Christina A. Kinnear

Digitally signed by Christina A. Kinnear
DN: cn=Christina A. Kinnear, o=City of Flagstaff, ou=City Attorney, email=christina.kinnear@flagstaffaz.gov, c=US
Date: 2023.07.07 12:35:12 -07'00'

City Attorney

Joe Dirt Excavating, Inc.

Signature

Jamie Williamson

Printed Name

Project Manager

Title

CITY OF FLAGSTAFF

☒ CONFIRMING CHANGE ORDER NO. 1
☐ CONSULTING CONTRACT CHANGE ORDER NO. ____
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO. ____
☐ CONTRACT ALLOWANCE UPDATE NO. ____

PROJECT NO. 24-000305 **PROJECT NAME:** Frances Short Pond – Sediment removal

FILE NO. ____ **PROJECT MANAGER:** Adam Miele

TO: ____

You are hereby directed to make the herein described changes from the plans and/or specifications or perform the following described work not included in the plans and/or specifications of this contract. Description of work to be done:
The contractor was instructed to replaced failed aerators (6 total), provide fence screening, provide a 4' X 4' catch basin at the outlet pipe and provide bonding. (Additional information is attached).

Change Order originated by: ☒ CITY OF FLAGSTAFF ☐ CONTRACTOR ☐ CONSULTANT ☐ OTHER: ____

Project Manager	7/31/2023 Date	**Approval Recommended**	Adam Miele
Department Head	8/3/2023 Date	**Approval Recommended**	
Water Services	2023-08-07 Date	**Approval Recommended**	
Public Works	Date	**Approval Recommended**	ABSENT
Eng. and Capital Improvements	8-7-23 Date	**Approval Recommended**	
City Attorney	8-7-23 Date	**Approval Recommended**	
Purchasing (Chair)	8-7-23 Date	**Approval Recommended**	
City Manager	8-18-23 Date	**Approval Recommended**	

		END DATES		
ORIGINAL CONTRACT PERIOD	**180 Days**	**(1/10/24)**	**ORIGINAL CONTRACT**	**$ $397,784.44**
PRIOR TIME CHANGES	**0 Days**	**(N/A)**	**TOTAL PRIOR VALUE CHANGES**	**$ 0**
THIS TIME CHANGE	**0 Days**	**(N/A)**	**VALUE OF THIS CHANGE**	**$ $16,700.00**
NEW CONTRACT PERIOD	**180 Days**	**(1/10/24)**	**NEW CONTRACT**	**$ $414,484.44**

We, the undersigned consultant, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above and perform all services necessary for the work above specified and will accept as full payment therefore the prices and time extensions shown above.

FIRM NAME: Joe Dirt Excavating

Accepted Date: 7/31/2023 **By:** Jamie Williamson (see attached)

CITY OF FLAGSTAFF

☒ CONFIRMING CHANGE ORDER NO. 1
☐ CONSULTING CONTRACT CHANGE ORDER NO. ____
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO. ____
☐ CONTRACT ALLOWANCE UPDATE NO. ____

PROJECT NO. 24-000305 **PROJECT NAME:** Frances Short Pond – Sediment removal

FILE NO. ____ **PROJECT MANAGER:** Adam Miele

JUSTIFICATION:

The contractor was instructed to install fence screening around the north and west perimeter of the temporary fencing at the old Mogollon yard. The old yard was used as a temporary storage location for the removed sediment until the material was disposed of. At the time of the bid, the condition of the six existing aerators was unknown. Following the removal of the sediment, it was determined that the existing aerators were inoperable. New aerators were purchased and installed by the contractor. The condition of the outlet pipe and screen was unknown at the time of the bid. Following the uncovering of the sediment at the outlet pipe, it was determined that the existing system was inadequate. The contractor was instructed to install a four-foot by four-foot catch basin at the outlet.

Stormwater had previously purchased a third aerator system to supplement the existing two (located on the island). The existing power source (solar panel and led acid battery) has been unreliable. With the addition of a third aerator, the contractor was instructed to install two two-inch conduits from an existing electric panel to the island. With the pond drained, it was determined by Water Services this was the appropriate time. Water Services is to provide a separate funding source for the installation of the conduit ($10,250.00). The incorporation of the power line, pedestal for the third aerator, connection to the existing panel and aerator hookup of the aerator will be completed at a later time.

TIME ANALYSIS:

N/A

COST ANALYSIS:

Contract cost analysis:

Staff meet with three contractors (two from the JOC on-call list and one local civil contractor) and requested a proposal to remove the sediment (bullet and talking points is attached to this document). One JOC contractor was unable to bid due to current obligations the remaining two contractors provided a cost estimate to perform the work. Both bids were reviewed, and construction schedules were discussed with the contractors to ensure work could be completed by August 2nd. Staff is recommending moving forward with Joe Dirt Excavating, Inc.

Field order cost analysis:

Staff and the contractor reviewed the original contract assumptions and quantities and corrected the assumed / estimated values with actual values. Due to some unforeseen elements, additional was needed. (see attached Field order for additional information).

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Frances Short Pond – Sediment removal	☐ Design ☒ Construction ☐ Other
PROJECT NO. 24-000305	**FILE NO.**

ACCT. NO.	**206-08-331-9003-0-4422**	**97.53%**	**$404,234.44**
	206-08-331-1256-0-4290	**2.47%**	**$10,250.00**
		PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*	**$414,484.44**

COUNCIL APPROVAL:	**ORIGINAL CONTRACT AMOUNT: $397,784.44**
PROJECT BUDGET ($500,000.00)	**FY:**
PROJECT BUDGET Emergency Procurement	**FY:**
NOTICE TO PROCEED: 7/14/2023	**ORIGINAL CONTRACT PERIOD (calendar days): 180**
ORIGINAL COMPLETION DATE: 1/10/2024	**ORIGINAL CONTRACT ALLOWANCE: $0**
CONSULTANT: Natural Chanel Design	**LOCATION: Frances Short Pond**
CITY PROJECT MANAGER: Adam Miele	

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	New Total	New Comp. Date	
1	$16,700.00	0	8/28/2023	Additional scope change was needed to ensure the success of the project.
7/31/2023	$414,484.44	180	1/10/2023	
2				
3				
4				
5				
6				
FINAL PAYMENT				

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.

Purchase Order Number: 24-000305	**Line Number:**	**Amount $397,784.44**

7/24/2023

City of Flagstaff Field Order

No. 1

Project Title	Frances Short Pond - Sediment Removal Project
PO Number	24-000305
Project Manage	Adam Miele
Contractor	Joe Dirt Excavating

Description

Scope changes due to unknown / unforeseen scope elements

The contractor was instructed to install fence screening around the north and west perimeter of the temporary fencing at the old Mogollon yard. The old yard was used as a temporary storage location for the removed sediment until the material was disposed of. At the time of the bid, the condition of the six existing aerators was unknown. Following the removal of the sediment, it was determined that the existing aerators were inoperable. New aerators were purchased and installed by the contractor. The condition of the outlet pipe and screen was unknown at the time of the bid. Following the uncovering of the sediment at the outlet pipe, it was determined that the existing system was inadequate. The contractor was instructed to install a four-foot by four-foot catch basin at the outlet.

Stormwater had previously purchased a third aerator system to supplement the existing two (located on the island). The existing power source (solar panel and led acid battery) has been unreliable. With the addition of a third aerator, the contractor was instructed to install two two-inch conduits from an existing electric panel to the island. With the pond drained, it was determined by Water Services this was the appropriate time. Water Services is to provide a separate funding source for the installation of the conduit ($10,250.00). The incorporation of the power line, pedestal for the third aerator, connection to the existing panel and aerator hookup of the aerator will be completed at a later time.

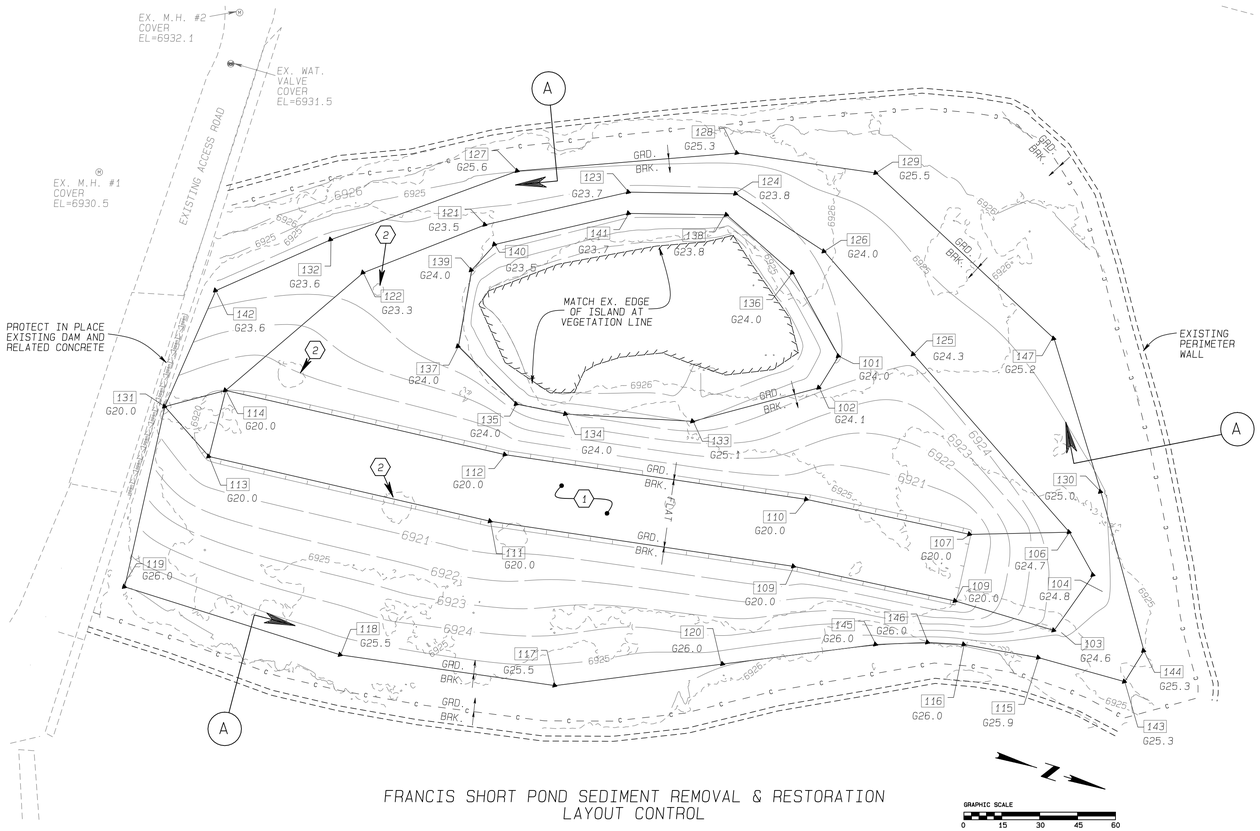
Item	Description	Qty.	Unit	Unit Cost	Subtotal
1	Credit from unused scope	1	L.S.	$ (14,705.00)	$ (14,705.00)
2	New aerators	1	L.S.	$ 1,590.00	$ 1,590.00
3	Fence Screening	1	L.S.	$ 2,800.00	$ 2,800.00
4	Catch Basin	1	L.S.	$ 5,820.00	$ 5,820.00
5	Bond 2.5%	1	L.S.	$ 10,945.00	$ 10,945.00
6	Conduit to the Island *	1	L.S.	$ 10,250.00	$ 10,250.00
	* To be paid for from other WS account(s)		Direct Cost Total		16,700.00

Notice to Proceed Date	07/14/23		**Original Allowance Amount**	0.00
Original Contract Time in Calendar Days	182.0	Days	Total Value of Prior Changes	0.00
Prior Time Changes	0.0	Days	**Current Allowance Balance**	0.00
Revised Contract Time	182.0	Days	Value of This Change	16,700.00
Change in Time by This Field Order	0.0	Days	Reallocation to Allowance	0.00
Revised Contract Time	182.0	Days	Subsequent Allowance Balance	(16,700.00)
Revised Contract Completion Date	01/12/24			

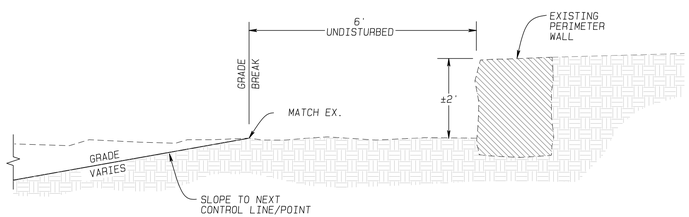
Undersigned agrees to accept the described costs and/or time as full payment and that this Field Order provides an equitable adjustment for all direct and indirect costs, including but not limited to impacts, delays, labor, labor burden rates, equipment, operating fees, material costs, restocking fees, overhead, extended field overhead, profit, bonding and state sales tax.

Contractor	Jamie Williamson	Date	07/31/2023
City Project Manager	Adam Miele	Date	7/24/2023
City Section Head	Ed Schenk	Date	7/31/2023
City Division Head	Shannon Jones	Date	7/31/2023

cc: File



FRANCIS SHORT POND SEDIMENT REMOVAL & RESTORATION
LAYOUT CONTROL



A TYPICAL GRADING AT PERIMETER
NO SCALE

Grading Points Coordinate Table				
Pt #	North	East	Elev	Descriptor
101	1530503.7	778254.0	6924.0	GRD BRK @ ISLAND
102	1530500.1	778268.2	6924.1	GRD BRK @ ISLAND
103	1530617.5	778332.1	6924.6	Pond Bottom
104	1530625.8	778306.6	6924.8	Pond Bottom
106	1530611.7	778293.2	6924.7	Pond Bottom
107	1530574.4	778305.8	6920.0	Pond Bottom
108	1530576.8	778332.7	6920.0	Pond Bottom
109	1530511.6	778338.7	6920.0	Pond Bottom
110	1530508.5	778311.9	6920.0	Pond Bottom
111	1530391.7	778357.6	6920.0	Pond Bottom
112	1530389.4	778330.7	6920.0	Pond Bottom
113	1530277.6	778366.4	6920.0	Pond Bottom
114	1530276.1	778339.4	6920.0	Pond Bottom
115	1530614.9	778344.3	6925.9	GRD BRK
116	1530585.2	778348.1	6926.0	GRD BRK
117	1530435.5	778412.0	6925.5	GRD BRK
118	1530350.8	778425.8	6925.5	GRD BRK
119	1530261.2	778425.6	6926.0	GRD BRK
120	1530496.4	778384.0	6926.0	GRD BRK
121	1530354.6	778246.2	6923.5	WEST CHAN GRD BRK
122	1530314.2	778278.7	6923.3	WEST CHAN GRD BRK
123	1530404.9	778216.9	6923.7	WEST CHAN GRD BRK
124	1530445.7	778204.8	6923.8	WEST CHAN GRD BRK
125	1530531.8	778244.4	6924.3	WEST CHAN GRD BRK
126	1530485.9	778216.1	6924.0	WEST CHAN GRD BRK
127	1530360.4	778222.0	6925.6	GRD BRK
128	1530441.3	778189.2	6925.3	GRD BRK
129	1530496.2	778180.4	6925.5	GRD BRK
130	1530618.8	778274.2	6925.0	GRD BRK
131	1530255.0	778352.8	6920.0	OUTLET PIPE +/-
132	1530298.1	778270.0	6923.6	GRD BRK
133	1530456.4	778295.9	6925.1	GRD BRK @ ISLAND
134	1530407.4	778308.1	6924.0	GRD BRK @ ISLAND
135	1530387.6	778310.2	6924.0	GRD BRK @ ISLAND
136	1530476.4	778227.9	6924.0	GRD BRK @ ISLAND
137	1530358.8	778295.3	6924.0	GRD BRK @ ISLAND
138	1530444.7	778213.8	6923.8	GRD BRK @ ISLAND
139	1530354.8	778264.9	6924.0	GRD BRK @ ISLAND
140	1530360.5	778252.5	6923.5	GRD BRK @ ISLAND
141	1530407.5	778224.9	6923.7	GRD BRK @ ISLAND
142	1530260.6	778302.9	6923.6	GRD BRK
143	1530650.3	778343.1	6925.3	GRD BRK
144	1530653.9	778329.2	6925.3	GRD BRK
145	1530551.9	778358.5	6926.0	GRD BRK
146	1530571.3	778351.6	6926.0	GRD BRK
147	1530583.0	778221.9	6925.2	GRD BRK

FRANCIS SHORT POND DATA:

SPILLWAY ELEVATION:	6929.5 FT
NORMAL OPERATIONAL WATER SURFACE ELEVATION:	6928.5 FT
WATER STORAGE VOLUME AT OPERATIONAL W.S.E.	9.1 AC-FT
POTENTIAL WATER AND/OR SEDIMENT STORAGE VOLUME AT SPILLWAY ELEVATION:	11.2 AC-FT

THE ABOVE VALUES ARE BASED UPON EXCAVATION COMPLETED PER THE LAYOUT CONTROL PROVIDED HEREIN.

CONSTRUCTION NOTES:

SEDIMENT REMOVAL FROM CONDITIONS AS OF 6/26/2023 BASED UPON THIS LAYOUT CONTROL PLAN:

(1) 4920 CY EXCAVATE, REMOVE AND DISPOSE OF THE ACCUMULATED SEDIMENT FROM WITHIN THE POND PER THE GRADING CONTROL PROVIDED HEREIN. COORDINATE WITH FLAGSTAFF WATER SERVICES DEPARTMENT FOR APPROVED DISPOSAL SITE.

(2) 6 EA REMOVE AND SALVAGE SIX EXISTING AERATORS AND ASSOCIATED HOSES THAT ARE LOCATED AROUND THE EAST, SOUTH AND WESTERN EDGES OF THE EXISTING ISLAND. EXACT LOCATIONS UNKNOWN, BUT THERE MAY BE SOME SURFACE INDICATIONS (DIVOTS) IN THE SEDIMENT. - REPLACE AERATORS AND HOSES UPON COMPLETION OF GRADING. COORDINATE WITH FLAGSTAFF WATER SERVICES FOR MORE INFORMATION.

NOTES:

1. THE GRADING CONTROL PROVIDED HEREIN IS BASED UPON THE ORIGINAL DESIGN DRAWINGS BY NCD DATED 11/17/2004 WITH MINOR MODIFICATIONS MADE BASED UPON FIELD OBSERVATIONS AND CURRENT CONDITIONS.

2. IF BEDROCK IS ENCOUNTERED DURING ANY EXCAVATION, NOTIFY THE ENGINEER. SOME SOIL MUST REMAIN OVER ANY BEDROCK TO MINIMIZE POTENTIAL WATER LOSS TO GROUNDWATER.

3. SURVEY CONTROL:
   >EXISTING CONTOURS SHOWN ARE BASED UPON A SURVEY PERFORMED BY NCD IN JUNE OF 2023.

DATUM & COORDINATE GRID INFORMATION

HORIZONTAL DATUM:	NAD1983 (2011)
COORDINATE PROJECTION:	STATE PLANE ARIZONA CENTRAL FIPS 0202
VERTICAL DATUM:	VERTICAL DATUM: NAVD88 (GEOID 18)
GEOID MODEL:	UNITS: INTERNATIONAL FEET

NCD PRIMARY CONTROL POINT

NO.	NORTHING	EASTING	ELEVATION	STATION NAME	DESCRIPTION
1	1534327.11	784583.27	7116.38	DM7928	CCPW GEMINI DISK AT USGS BLDG.

ADDITIONAL REFERENCE POINTS

NO.	NORTHING	EASTING	ELEVATION	STATION NAME	DESCRIPTION
1	1530202.53	778272.13	6930.45	– –	MH COVER #1 – CENTER
2	1530236.46	778195.12	6932.07	– –	MH COVER #2 – CENTER
3	1530239.43	778215.59	6931.54	– –	WATER VALVE COVER – CENTER

PLAN LEGEND:

EXISTING FEATURES

- EXISTING MAJOR CONTOUR (5 FT)
- EXISTING MINOR CONTOUR (1 FT)
- EXISTING SEWER MANHOLE
- EXISTING WATER VALVE
- EXISTING POND PERIMETER WALL

NEW FEATURES

- FINISHED MAJOR CONTOUR (5 FT)
- FINISHED MINOR CONTOUR (1 FT)
- LIMITS OF CUT
- GRD BRK GRADE BREAK

UNAUTHORIZED CHANGES & USES: THE ENGINEER WILL NOT BE RESPONSIBLE FOR, AND HEREBY DISCLAIMS LIABILITY FOR, ANY USES OF THE PLANS NOT SPECIFIED BY THE ENGINEER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

DATE: 7/06/2023

DRAWING NUMBER: PLN-01

SHEET NUMBER: 1 OF 1

NCD PROJECT NUMBER: – – –

Registered Professional Engineer
CERTIFICATE
34897
MICHAEL D KEARLY
Date Signed 7/6/2023
ARIZONA U.S.A.

FRANCIS SHORT POND
2023 SEDIMENT REMOVAL

CITY OF FLAGSTAFF
WATER SERVICES

DRAWN BY: MK
DESIGNED BY: MK
REVIEWED BY: AH, MK

NO.	DATE	BY	REVISION

Natural Channel Design
2900 N. WEST ST.
Flagstaff, Arizona 86004
(928) 774-2336

City of Flagstaff

News Release
July 10, 2023
For Immediate Release

FUTS closures scheduled near Frances Short Pond to allow for dredging

FLAGSTAFF, Ariz – Flagstaff Urban Trail System (FUTS) segments near Frances Short Pond will be closed effective Tuesday, July 11 for the safety of the public during dredging work at the pond. The impacted FUTS segments will be reopened after the dredging work is complete, which is anticipated by the beginning of August.

Dredging is required due to the large amount of sedimentation, ash, and debris from post-Pipeline Fire flooding that entered the pond last summer. Dredging removes sediment, ash, and debris that has settled to the bottom of the pond, thereby increasing the capacity of the pond for future post-wildfire flooding runoff. Removing ash from the bottom of the pond also allows a healthy pond ecosystem to develop.

The pond is currently dry after having been drained of water over the spring. Fish stocking will re-commence after the pond has been dredged and post-wildfire flows produce a lower concentration of ash and debris.

For related questions, please contact Adam Miele, City of Flagstaff Project Manager at AMiele@flagstaffaz.gov.

###

10. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jerry Bills, Deputy Fire Chief
Co-Submitter:	Stacey Brechler-Knaggs
Date:	08/24/2023
Meeting Date:	08/28/2023

TITLE:

C<u>onsideration and Approval of Ratifying Grant Agreement</u>: Between FEMA Assistance to Firefighters Grant (AFG) and the City of Flagstaff for the Regional Training Grant.

STAFF RECOMMENDED ACTION:

Approve the ratification of the Grant Agreement to FEMA (Assistance to Firefighters) for grant funds totaling in the amount of $676,422.40 (Federal share $615,293.09, City/Fire District Share $61,529.31) to improve regional operational efficiency and scene safety.

Executive Summary:

FEMA Assistance to Firefighters Grant (AFG) for Regional training, grant award #EMW-2022-FG-05708

This grant will assist with the increase in collaborative response efforts and scene efficiency for the Greater Flagstaff Region (GFR) by providing common training of all Command staff, and Company Officers in the City and the GFR partner Fire Districts.

Financial Impact:

Expenditures of this grant are budgeted within the Fire Grants Section. There is a 10% match being split between all participating GFR agencies (Flagstaff Fire, Summit Fire District, Highlands Fire District, Pinewood Fire District, and Ponderosa Fire District). The 10% match is based on the number of members each department will provide the training to (Flagstaff Fire match amount is $28,971.79).

Policy Impact:

None.

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

<u>Priority Based Budget Key Community Priorities and Objectives</u>

Be an employer of choice through inclusive recruitment & by providing employees with the necessary tools, training, support & compensation

<u>Carbon Neutrality Plan</u>

HS-3 Adequately fund services for disaster preparedness.

<u>Regional Plan</u>

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical,
and ambulance transport service.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

- Approve the ratification of the FEMA (AFG) Grant Award Agreement with a10% GFR match.
- Reject the ratification of the FEMA (AFG) Grant Award with 10% GFR match

Background/History:

The Grant Offer was accepted in July by the City because per FEMA, the period of performance had already begun. The Grant Offer is for 12 months and was initiated on July 7, 2023, by AFG and will close on July 6, 2024.

The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training, and other resources needed to protect the public and emergency personnel from fire and related hazards.

Key Considerations:

The GFR Greater Flagstaff Region would benefit greatly by certifying command staff and operations personnel (132) in a recognized all-hazard incident Fire Officer 2 program. This training would meet the requirements of NIMS as directed by HSPD-5: Management of Domestic Incidents, NFPA 1021: Standard for Fire Officer Professional qualifications, NFPA 1561: Standard on Emergency Incident Management System, and Occupational Safety and Health (OSHA) 29CFR1910.120(q)(3)(i) Procedures for handling emergency response.

The course consist of five 8-hour days of instruction, simulations, and hands on role playing for our officers to learn the finer points of leadership, accountability, and responsibility.

Expanded Financial Considerations:

The total grant is for $676,822.40 of which 90% is Federal funding ($615,293.09) and the additional 10% ($61,239.31) is split up between GFR departments with the City of Flagstaff's total commitment being $28,971.79. The class cost includes all books, paper copies, and workbooks. The grant will cover overtime and backfill for the employees attendance and any local instructor cost.

Community Benefits and Considerations:

We are continuously faced with “All Risk Hazards” to which we must respond and mitigate daily; the proposed certified Fire Officer-2 employees will better prepare all personnel to safely manage incidents on a daily basis - from the most minor and simple to the significant complex incidents. The request will produce an improved local and regional coordinated response and improve safety and communication when operating in the hazard zone.

The Greater Flagstaff Region (GFR) is very active in the wildland arena, technical rescue disciplines, and structure fire related responses. Creating the foundation for a proven system for effective operation at emergency incidents will be utilized daily and would be an investment in future fire service leaders as we would have a uniform procedure and expectation for incident mitigation. Operating at incidents utilizing

an effective Incident Command System and highly trained fire officers will set the stage for a template for proper terminology, uniformity with size-ups, and fireground communications for decades to come.

Community Involvement:

Inform the Council, Fire Boards and general public of the ratification and acceptance of this grant and the intended use of the funds.

Expanded Options and Alternatives:

1. Approve and accept the ratification of the grant award.
2. Reject the ratification of the grant award and make the monies available for other departments seeking federal funding opportunities.

Attachments: Award Package

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 06/30/2023

Stacey Brechler-Knaggs
CITY OF FLAGSTAFF
FLAGSTAFF CITY HALL 211 W ASPEN AVE
FLAGSTAFF, AZ 86001

EMW-2022-FG-05708

Dear Stacey Brechler-Knaggs,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of $615,293.09 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $61,529.31 for a total approved budget of $676,822.40. Please see the FY 2022 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2022 Assistance to Firefighters Grant
Recipient: CITY OF FLAGSTAFF
UEI-EFT: XMMUMPKTLVQ3
DUNS number: 088302625
Award number: EMW-2022-FG-05708

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$420,106.40
Fringe benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$31,405.00
Contractual	$184,899.00
Construction	$0.00
Other	$0.00
Indirect charges	$40,412.00
Federal	$615,293.09
Non-federal	$61,529.31
Total	$676,822.40
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 AFG NOFO.

Approved request details:

Training

Officer I-IV

DESCRIPTION

The Contract Instructor for 11 classes.

QUANTITY	UNIT PRICE	TOTAL
11	$16,809.00	$184,899.00

BUDGET CLASS

Contractual

Officer I-IV

DESCRIPTION

Indirect cost at 6.35%

QUANTITY	UNIT PRICE	TOTAL
1	$40,412.00	$40,412.00

BUDGET CLASS

Indirect charges

Officer I-IV

DESCRIPTION

Book and Copies , worksheet and class room needs

QUANTITY	UNIT PRICE	TOTAL
11	$2,855.00	$31,405.00

BUDGET CLASS

Supplies

Officer I-IV

DESCRIPTION

OVertime Coverage of attendees (this agency) 24 officers and 9 actors 2-8 hours on average a week

QUANTITY	UNIT PRICE	TOTAL
528	$76.55	$40,418.40

BUDGET CLASS

Personnel

Officer I-IV

DESCRIPTION

65 line officer from Region. 40 hours of overtime and 16 hours of coverage overtime each

QUANTITY	UNIT PRICE	TOTAL
3,640	$76.55	$278,642.00

BUDGET CLASS

Personnel

CHANGE FROM APPLICATION

Budget class from **Contractual** to **Personnel**

JUSTIFICATION

The award reflects a change in budget line item from Contractual to Personnel.

Officer I-IV

DESCRIPTION

overtime for class attendance (This agency) 5 -8hour days per person 24 officer and 9 actors.

QUANTITY	UNIT PRICE	TOTAL
1,320	$76.55	$101,046.00

BUDGET CLASS

Personnel

Agreement Articles

Program: Fiscal Year 2022 Assistance to Firefighters Grant
Recipient: CITY OF FLAGSTAFF
UEI-EFT: XMMUMPKTLVQ3
DUNS number: 088302625
Award number: EMW-2022-FG-05708

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Article 1 **Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R.Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2	**General Acknowledgements and Assurances** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	**Activities Conducted Abroad** Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	**Debarment and Suspension** Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	**Duplication of Benefits** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
Article 14	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	**E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety** Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 20	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
Article 22	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 23	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 24	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 25	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 26	**Nondiscrimination in Matters Pertaining to Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.
Article 27	**Non-Supplanting Requirement** Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 28	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 29	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 30	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32	**Reporting of Matters Related to Recipient Integrity and Performance** General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 33	**Reporting Subawards and Executive Compensation** Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 34	**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the

	application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.
Article 35	**SAFECOM** Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 36	**Terrorist Financing** Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 37	**Trafficking Victims Protection Act of 2000 (TVPA)** Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 38	**Universal Identifier and System of Award Management** Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 39	**USA PATRIOT Act of 2001** Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	**Use of DHS Seal, Logo and Flags** Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 41	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 42	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43	**Applicability of DHS Standard Terms and Conditions to Tribes** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
Article 44	**Acceptance of Post Award Changes** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.
Article 45	**Disposition of Equipment Acquired Under the Federal Award** For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 48	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2022-FG-05708	N/A	866000244	AWARD	WX01191N2023T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF FLAGSTAFF 211 W ASPEN AVE FLAGSTAFF, AZ 86001	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Stacey Brechler-Knaggs	9286995585	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period / Budget Period
06/30/2023	OTHER - FEMA GO	COST SHARING	07/07/2023 to 07/06/2025 **Budget Period** 07/07/2023 to 07/06/2025

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2023-F2-GB01 - P410-xxxx-4101-D	$0.00	$615,293.09	$615,293.09	$61,529.31
		Totals	$0.00	$615,293.09	$615,293.09	$61,529.31

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA WILLIAMS, Assistant Administrator, Grant Programs	DATE 06/30/2023

11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: David Pedersen, Capital Improvements Project Manager

Co-Submitter: Stacey Brechler-Knaggs

Date: 08/24/2023

Meeting Date: 08/28/2023

TITLE:

Consideration and Approval of Contract: Consideration and Approval of Second Amendment - GMP 3 for Final Engineering Design and Construction Phase Repair Services with Hunter Contracting Co. for a Guaranteed Maximum Price (GMP) in the amount of $2,425,978.03 for the Inner Basin Waterline Restoration Project

STAFF RECOMMENDED ACTION:

1. Approve the Second Amendment - GMP 3 for Final Design and Construction Phase Repair Services with Hunter Contracting Company for a GMP of $2,425,978.03 and a contract duration of 160-calendar days for a total Agreement amount of $5,836,052.90; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Pipeline Fire (June 2022) burned 26,532 acres, including portions of the Schultz Creek and Chimney watersheds. The post-fire flooding impacted the City of Flagstaff during the 2022 monsoon season, and caused catastrophic damage, including damage to the City's Inner Basin pipeline and Waterline Road. Hunter Contracting has remarkably accomplished the repair of the waterline, with Inner Basin spring water now being incorporated into the City's water production. However, the roadway work and armoring of the waterline and roadway drainage crossings will be ongoing into the late fall of 2024. GMP 3 will provide the funding for the design engineer, Jacobs, to complete the design work necessary to complete project construction.

Additionally, GMP 3 will also allow Hunter Contracting to continue construction and armoring repairs of Waterline Road and the integrity of the pipeline for the Inner Basin Waterline Restoration Project. GMP 4 is anticipated to come before Council for consideration in March 2024.

Financial Impact:

The funding for the Inner Basin Waterline Restoration Project is being funded initially by account 202-08-370-3519-0-4421 in Water Services for Project expenses. These funds will be reimbursed to the City of Flagstaff by the Arizona Department of Forestry and Fire Management (DFFM). The reimbursement funding for this Disaster Recovery Project will be reimbursed up to $16.1 million, the not-to-exceed amount for reimbursement funding from DFFM.

Policy Impact:

No Impact

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

Carbon Neutrality Strategies

Water Security (WS-1) – Improve water infrastructure and expand water reuse.
Water Security (WS-2) – Improve ecosystem management for protection of water resources.
Healthy Forests and Open Spaces (HF-2) – Restore and maintain the natural fire-adapted structure and pattern of the forests of the greater Flagstaff region through collaboration with partners.
Health and Safety (HS-4) – Improve the resilience of public infrastructure and City facilities.

Priority-Based Budgeting Priorities and Objectives

Safe and Healthy Community – Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices
Sustainable, Innovative Infrastructure – Deliver outstanding services to residents through a healthy, well-maintained infrastructure system

Regional Plan – Goal E&C.7 – Environmentally Sensitive Lands Goals and Policies

Give special consideration to environmentally sensitive lands in the development design and review process

Regional Plan – Goal WR.5 – Stormwater and Watershed Management Goals and Policies

Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Regional Plan – Goal WR.3 – Water Demand Goals and Policies

Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.

Team Flagstaff Strategic Plan – Priority 3

Deliver outstanding services through a healthy environment, resources, and infrastructure

Has There Been Previous Council Decision on This:

This is the fifth time this item has been discussed before City Council.

- **10 January 2023** - Presentation with Project details was presented by City Staff and USFS personnel
- **17 January 2023** - Contract and GMP 1 approved by City Council *(30% design work)*
- **2 May 2023** – First Amendment - GMP 2 approved by City Council *(90% design work)*
- **3 July 2023** - Contract for Inspection Services approved by City Council

Options and Alternatives:

1. Approve the award for the Second Amendment - GMP 3 as recommended. Approval will allow design work to be completed and maintenance water and road repairs to proceed; or,
2. Reject approval of the award as recommended. This action would delay or cancel the project.

Background/History:

The Pipeline Fire was reported on June 12, 2022, approximately 6 miles north of Flagstaff within the Coconino National Forest. The fire burned 26,532 acres, including portions of the Schultz Creek and Chimney watersheds. A burn scar assessment and flood modeling subsequently showed potential post-wildfire flood risk to neighborhoods on the west side of Flagstaff. Both the City of Flagstaff and the Coconino County Flood Control District are collaborating with public and private partners and taking extensive measures and precautions to mitigate damage from future potential flood events.

The post-fire flooding impacted the City of Flagstaff during the 2022 monsoon season, and caused catastrophic damage, including damage to the city's Inner Basin pipeline and Waterline Road. The city needs to repair the waterline and corresponding roadway to have it ready for use by the fall of 2023. City Staff and partnering stakeholders feel there is an immediate threat to the health of citizens resulting from the instability of water supply. Spring water from the Inner Basin can peak as high as 2 million gallons per day (MGD) in summer months. Well water from the three wells (IB9, IB11 & IB14) in the Inner Basin has a similar peak capacity of about 2MGD. The design capacity of the North Reservoir Filtration Plant (NRFP), where Inner Basin water is treated, is 4MGD. Overall, Inner Basin water can account for at least 20% of Flagstaff's daily potable water demand during peak consumption weeks of summer. In summary, spring and well water from the Inner Basin, flowing through the Inner Basin waterline and within both the Waterline and Schultz Pass roads is a significant supply of both potable water to the residents in and around Flagstaff, as well as fire-fighting purposes. Repair and reinforcement of the Inner Basin pipeline, along with repair of both Waterline and Schultz Pass roads, are urgently needed to ensure the health and safety of the community.

The city estimates, based on experience, that awarding a contract using a sealed bidding process would require at least 90+ days, and the city's engineering division estimates the repair work would last another 60+ days. This would likely extend the project beyond fall of 2023, further delaying access to this critical water supply. Rather than conducting a sealed bidding process and due to the exigent situation, the City – in compliance with State and local law – sole sourced the Design-Build Team that we previously contracted with, through a competitive public procurement process, for repair of the Inner Basin pipeline that resulted from the 2010 Schultz Fire.

The City of Flagstaff has a contract with the Design-Build team of Hunter Contracting and Jacobs Engineering to design and repair the Inner Basin pipeline and roadway and will issue several Guaranteed Maximum Price (GMPs) for the cost of design and construction. The request today is for the third GMP with GMP 4 anticipated to come before Council in March 2024.

Inner Basin Waterline Cost Breakdown (to date):

• **GMP 1** – *17 January 2023*	$189,694.00
• **GMP 2** – *2 May 2023*	$3,220,380.87
• **Inspection Services** – *3 July 2023*	$499,520.00
• **GMP 3** – *28 August 2023*	$2,425,978.03
TOTAL	**$6,335,572.90**

Key Considerations:

The scope of this proposed project includes the completion of the engineering design, project management, contracting, and environmental work necessary to prepare for construction. The work will focus on repair and rebuilding both Waterline Road and Inner Basin pipeline at flood-impacted points where drainages cross Waterline Road.

Several points have been mapped where drainage channels cross Waterline Road (see attached map). Mitigation measures have been prioritized for these points. Points 1 through 28 were initially impacted by the Schultz Fire (2010) and were addressed by earlier mitigation measures. Some of these points were further impacted by the Pipeline Fire (2022). Points A through L were affected by the Pipeline Fire.

Proposed mitigation sites include points 7, 9, 17A, 32, and I. Point I is the most heavily impacted site and includes a break in the ductile iron pipe. Additionally, there is also a break in the pipeline at Point 32, where the road is also impassable.

The intention of the proposed design work is to stabilize the drainages and Waterline Road cross-sections to reduce incision, erosion, and sediment deposition. By stabilizing the drainage crossings and roadway and strengthening the pipeline, the team will protect the reliability of both a significant portion of the City of Flagstaff's water supply and a critical interagency roadway used to service this infrastructure and to access the Inner Basin of the San Francisco Peaks. Much of the roadway and pipeline infrastructure that was damaged by post-Schultz Fire flooding has been repaired and remains greatly intact. However, some of these previous repairs must be modified to accommodate the larger burn-impacted drainage areas caused the Pipeline Fire. The proposed project will right-size and improve the integrity of the existing flood mitigation infrastructure (at points 7, 9, and 17A). The project will also add mitigation structures north and south of the existing post-Schultz Fire structures (at points 32 and I) to include impacted drainages from the Pipeline Fire.

The level of protection will be calculated by design engineers to encompass the newly burned watersheds and a determined storm event. The design will ensure critical protection of Waterline Road and the Inner Basin water pipeline.

The desired outcome is to ensure a reliable conveyance of well and spring water to the City of Flagstaff without any compromise to our water supply. Outcomes would also include a passable, stable road with drainage crossings that can safely and effectively pass water and debris while not compromising infrastructure integrity. Although the roadway will require some ongoing maintenance in terms of clearing debris from the road surface, this maintenance would not involve more construction or repairs.

The mitigation methods for the infrastructure system repair would be the creation of structures that are anchored and secured to protect the integrity of the road and waterline. Improvements will not stop the passage of water or debris, but rather they will allow the passage of water and debris while the watershed is in the process of being restored. By creating sound structures and systems, the road and new waterline will be able to function effectively and reliably even during flood events.

Expanded Financial Considerations:

This Project is funded completely by AZ Department of Forestry and Fire Management (DFFM) as part of House Bill 2001. The funding is 100% reimbursement funds, not to exceed $16.1 million.

Community Benefits and Considerations:

- Repairs to allow for continued use of critical, summertime, water supply
- Repairs to allow for water supply for fire-fighting operations
- When USFS forest closure restrictions lift, use of Waterline Road for recreational, non-vehicular use

Community Involvement:

Inform, Involve, Empower:

- Project plans were shared on 10 January 2023 City Council meeting
- City Staff has worked with US Forest Service, AZ DFFM, Coconino County to share project details and obtain permits and clearances during the pre-design phase
- Time-sensitive, emergency project

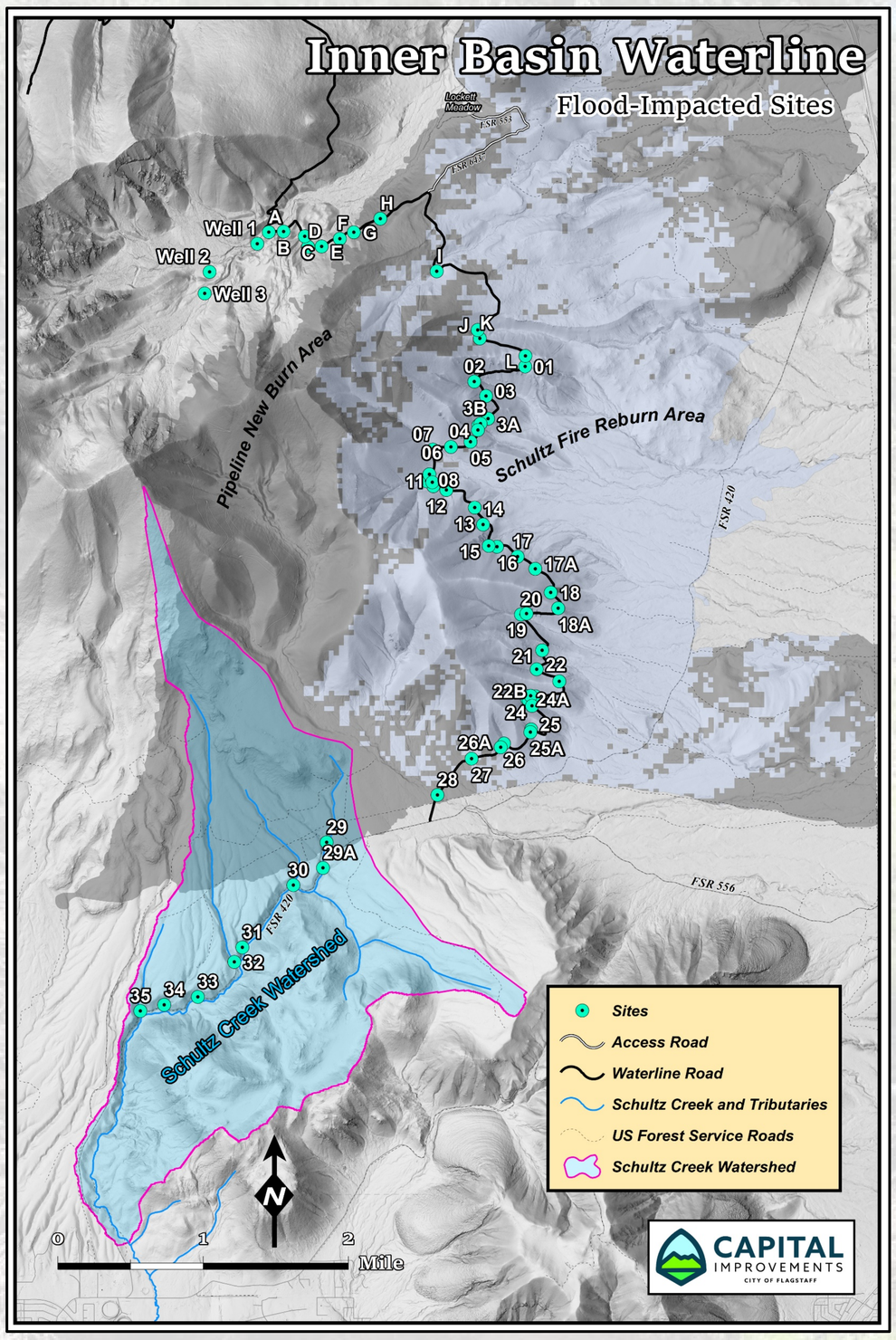
Expanded Options and Alternatives:

1. Approve the Second Amendment - GMP 3 for Final Design and Construction Phase Repair Services with Hunter Contracting Company for a Guaranteed Maximum Price of $2,425,978.03 and a contract duration of 160-calendar days; or,
2. Reject approval of the award as recommended. This action would delay or cancel the Project.
    a. If rejection occurs, possible options include:
        1. Ask staff to re-evaluate the recommendation; or
        2. Suspend or cancel the Project completely

Attachments:

Project Poster
Amendment Exhibit A - GMP3
Second Amendment - GMP 3
Exhibit A-GMP 3 Locations & Scope Description
Project Map
Presentation

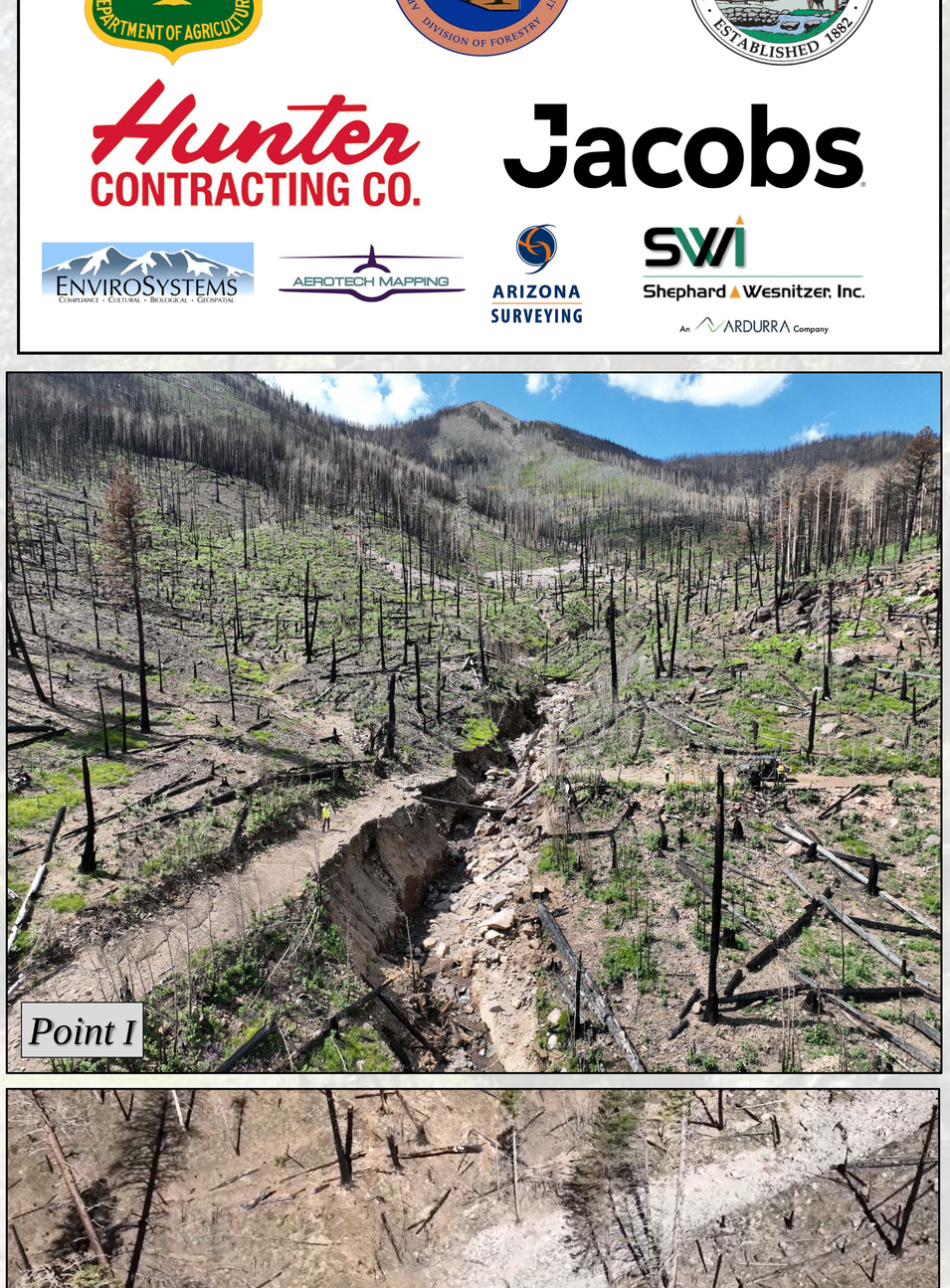
Inner Basin Waterline Project




Point 30


Point 30

Project Partners



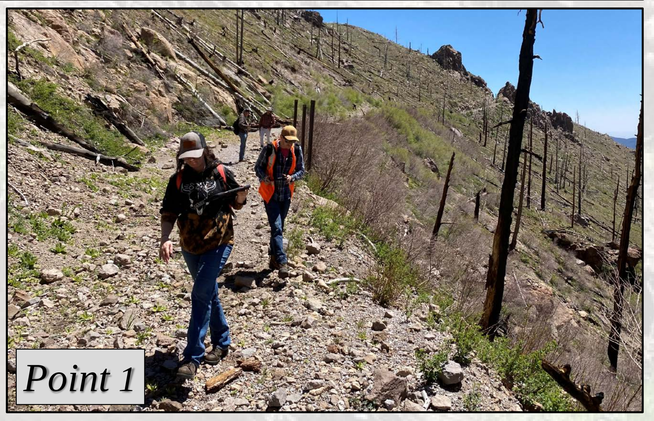

Point I

Point 7


Point I


Point 26


Point 20

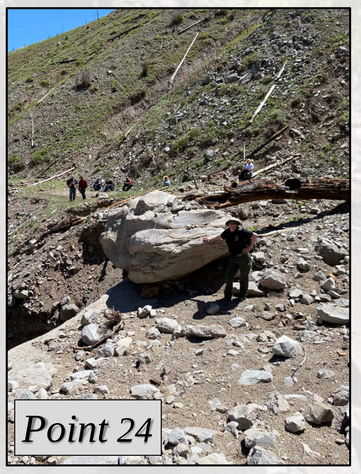

Point 1

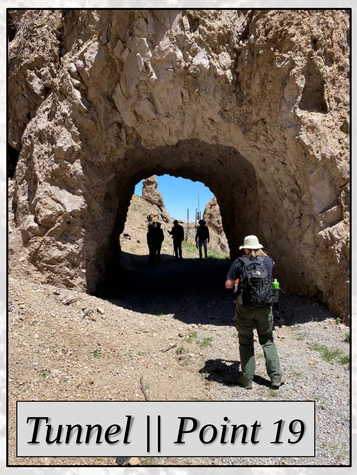
Project Details

- Repair at **45 Points** along Schultz Pass and Waterline Roads
- Three **known breaks** in the waterline pipe
- Multiple other locations where the **pipe is compromised**
- Project extent is an elevation of 7600’ to 9500’, over **12-mile reach**
- **2 to 4 million gallons of water per day** being lost - this value constitutes up to 20% of Flagstaff’s daily summer water supply
- These two roadways also have **critical spots which are impassable**; this project will repair access for authorized vehicles and recreationalists
- The **armored restoration repairs** will offer protection to the road and waterline in future flooding events, which most often arise from localized monsoonal storm activity


Point 22


Point 9


Point 24


Tunnel || Point 19


Point A


Point 30

Hunter CONTRACTING CO.

701 N. Cooper Rd. Gilbert AZ 85233
6930 N. Camino Martin, Tucson AZ 85741
3580 W. Ina Rd., Ste. 170, Tucson AZ 85741

PH: 480.892.0521 FX: 480.892.4932
www.huntercontracting.com

August 11, 2023

David Pedersen
Project Manager - Capital Improvements
211 W Aspen Avenue
Flagstaff, AZ 86001
Office :: 928.213.2677 || Cell :: 928.607.2515

RE: Pipeline West Post-Fire Flooding – INNER BASIN WATERLINE
City of Flagstaff Project No.: 3519 / PS Pipeline
AZDEMA Declaration #SD2302

Subject: Design-Build Services DS-3 Cost Proposal (GMP-3)

Dear Mr. Pederson,

Included is the Hunter Contracting Co. / Jacobs Design-Build Team's Cost Proposal and Guaranteed Maximum Price (GMP-3) of **$2,425,978.03** for the Schultz Flooding Inner Basin Road & Pipeline Reconstruction project. This GMP-3 will deliver to the City of Flagstaff 100% Design documents and will have a term through March 31, 2024.

Final Design documents provided will include drawings and details for all sites. Plan and Profile designs will be provided for the sites based on site visits, project research, mapping data, ongoing discussions and historical performance of previous sites.

Also included are additional cost allocation allowances for continued construction through Fall 2023 if allowable. Depending on weather and seasonal changes, construction of the following sites may be possible: 2, 4, 7, 9, and A.

Also included are estimated hours for personnel from Hunter Contracting Co. and Jacobs Engineering for continued preconstruction efforts and project engagement. Additionally, Jacobs has included funds for sub-consultant EnviroSystems. Envirosystems funds are being proposed to be used on a time and material (T&M) basis.

The following summary sheet breaks down costs for items listed above.

If you have questions or comments, please do not hesitate to contact me at 520-954-3016 (cell) or at my direct office line 480-632-4954.

Thank you for your time and consideration.

Chuck English
President
Hunter Contracting Co.

City of Flagstaff
Schultz Flooding Inner Basin and Pipeline Reconstruction

SUMMARY of TOTAL COST THROUGH 100% DESIGN & ON GOING CONSTRUCTION (GMP 3)

ESTIMATED PROJECT COSTS, BY FIRM

Firm	Estimated Labor-Hours				
Hunter Contracting Co.	249	46%		$	36,608.50
Jacobs	296	54%		$	47,600.00
Estimated Direct Labor Hours	545		**Total Estimated Costs**	$	84,208.50
			Total Cost	$	84,208.50

OTHER ESTIMATED OUTSIDE SERVICES & CONSULTANTS

EnviroSystems Management (Subconsultant to Jacobs)(Time and Materials)	$	63,733.00
Aerotech Mapping (Subconsultant to Jacobs)	$	-
Jacobs Engineering Contingency for Survey	$	-
Consultant Contingency for Additional Scope	$	-
	$	63,733.00
Total Estimated Outside Services	$	63,733.00
Total Estimated Cost, Combined	$	147,941.50
Design Services GMP 3	$	147,941.50
Construction Cost Allocation Allowances GMP3	$	2,278,036.53
Total GMP 3	$	2,425,978.03
Previous Contracts GMP 1, GMP 2	$	3,410,074.87
Total Contract to Date	$	5,836,052.90

Chuck English
President

8/11/2023
Date

Contract Time is 9/1/23 - 03/31/24

City of Flagstaff
Schultz Flooding Inner Basin and Pipeline Reconstruction

DERIVATION OF COST PROPOSAL FOR HUNTER CONTRACTING CO.

SUMMARY

ESTIMATED DIRECT LABOR

Classification	Estimated Labor-Hours		Average Hourly Rate	Labor Costs
Program Manager	37	15%	$ 166.30	$ 6,153.10
Project Manager	0	0%	$ 145.40	$ -
Preconstruction Manager	120	48%	$ 145.40	$ 17,448.00
Superintendent	0	0%	$ 134.95	$ -
Senior Estimator	72	29%	$ 134.95	$ 9,716.40
Project Engineer	20	8%	$ 94.05	$ 1,881.00
Administration	0	0%	$ 89.05	$ -
Estimated Direct Labor Hours	249		**Total Estimated Direct Labor**	$ 35,198.50
			Total Labor Cost	$ 35,198.50

ESTIMATED DIRECT EXPENSES

Travel	$	-
Subsistence	$	1,410
Publications and Supplies	$	-
Reproductions	$	-
	$	1,410
Total Direct Expenses	$	1,410.00

ESTIMATED OUTSIDE SERVICES & CONSULTANTS

Sub 1	$	-
Sub 2	$	-
Sub 3	$	-
Sub 4	$	-
	$	-
Total Estimated Outside Services	$	-

Total Estimated Cost, Combined $ 36,608.50

Total Estimated Cost (Hunter Contracting Co.) **$ 36,608.50**

Hunter Contracting, Co.

8/11/2023
Date

City of Flagstaff
Schultz Flooding Inner Basin and Pipeline Reconstruction

DERIVATION OF ESTIMATED LABOR HOURS FOR HUNTER CONTRACTING CO.

Scope Ref.	MILESTONE SUBMITTAL	Sheet Count	Program Manager	Project Manager	Precon Manager	Project Supt.	Senior Estimator	Project Engineer	Admin	Total Hours
100% FINAL PLANS										
	Site Visits		8		8		8			24
	Site Safety Plan/Logistics									
	Final Reviews for Construction		4		4		4			12
	Project Schedule Development (In Construction GMP)									
	Sub/Vendor Outreach				12		12			24
	100% Cost Estimate (Time allocated from GMP 2)									
	Agency Coordination				4					4
	GMP 4 Development & Review		4		32		48	20		104
100% FINAL PLANS SUBTOTALS:			16		60		72	20		168
PROJECT COORDINATION / ADMINISTRATIVE										
NOTE:	See Mtg. Summary for detailed breakdowns									
	Kick-Off / Scoping Meeting	Mtgs								
	Council Workshop/Meeting	1 Mtgs			6					6
	Progress Meetings (Virtual)	21 Mtgs	21		21					42
	Progress Meetings (Contractor)	2 Mtgs			9					9
	Plan/Cost Reviews (Flagstaff)	2 Mtgs			24					24
	Project Workshops (Flagstaff)	Mtgs								
	Pulbic Meeting	TRUE								
PROJECT COORDINATION / ADMINISTRATIVE SUBTOTALS:			21		60					81
TOTAL HOURS (Hunter Contracting Co.)			**37**		**120**		**72**	**20**		**249**

City of Flagstaff
Schultz Flooding Inner Basin and Pipeline Reconstruction

MEETING ACTIVITIES FOR HUNTER CONTRACTING CO.

Scope Ref.	MILESTONE SUBMITTAL	Sheet Count (If Applicable)	Program Manager	Project Manager	Precon Manager	Project Engineer	Project Superintendent				Clerical	Total Hours
PROJECT COORDINATION / ADMINISTRATIVE												
	Kick-Off / Scoping Meeting											
	Preparation (Special Plots, Exhibits)											
	Meeting Participation											
	Minutes											
	Sub-Total for each Meeting											
	Total for projected Meetings	Mtgs										
	Council Workshop/Meeting											
	Preparation (Special Plots, coordinates)											
	Meeting (Including Travel)				6							6
	Sub-Total for each Field Review				6							6
	Total for projected Field Reviews	1 Mtgs			6							6
	Progress Meetings (Virtual)											
	Preparation											
	Meeting		1		1							2
	Sub-Total for each Meeting		1		1							2
	Total for projected Progress Meetings	21 Mtgs	21		21							42
	Progress Meetings (Contractor)											
	Preparation				1							1
	Meeting				2							2
	Sub-Total for each Meeting				3							3
	Total for projected Progress Meetings	3 Mtgs			9							9
	Plan/Cost Reviews (Flagstaff)											
	Preparation				4							4
	Meeting for GMP Review				8							8
	Prepare Meeting Minutes											
	Sub-Total for each Meeting				12							12
	Total projected Team Meetings	2 Mtgs			24							24
	Project Workshops (Flagstaff)											
	Preparation											
	Meeting											
	Sub-Total for each Meeting											
	Total projected Workshop Meetings	Mtgs										
	Pulbic Meeting											
	Preparation											
	Meeting											
	Prepare Meeting Minutes											
	Total projected for Public Meetings:	Mtgs										
	PROJECT COORDINATION / ADMINISTRATIVE SUBTOTALS:		21		60							81

DERIVATION OF ESTIMATED DIRECT EXPENSES FOR HUNTER CONTRACTING CO.

TRAVEL:

MILEAGE (Personal Vehicles)

Personal Mileage: Origin	Destination	Miles/ Trip	# of Trips	Cost/ Mile	
Meetings in Flagstaff		0	0	$ 0.500	0
Event 2		0	0	$ 0.500	0
Event 3		0	0	$ 0.500	0
Event 4		0	0	$ 0.500	0
Event 5		0	0	$ 0.500	0
			PERSONAL VEHICLE SUBTOTAL:		$ -

VEHICLE RENTAL (Large Vehicles from Rental Agencies):

SUV/UTV for Site Visits:	Days	Cost/day (Including Gas)	
Site Visits	0	$200.00	$ -
Event 2	0	$200.00	$ -
Event 3	0	$200.00	$ -
Event 4	0	$200.00	$ -
Event 5	0	$200.00	$ -
ATV for Site Investigations			
Event 1	0	$140.00	$ -
Event 2	0	$140.00	$ -
Event 3	0	$140.00	$ -
Event 4	0	$140.00	$ -
Event 5	0	$140.00	$ -
		VEHICLE RENTAL SUBTOTAL:	$ -

TRAVEL TOTAL: $ -

SUBSISTENCE (Field Visits)

Lodging: Event	Number of People	Days	Cost/day		
Meetings in Flagstaff	2	1	$185.00	$	370
Site Vistis	2	2	$185.00	$	740
Estimating/Outreach	0	0	$185.00	$	-
Event 4	2	0	$185.00	$	-
Event 5	2	0	$185.00	$	-
Event 6	2	0	$185.00	$	-
Event 7	2	0	$185.00	$	-
Event 8	2	0	$185.00	$	-
Event 9	2	0	$185.00	$	-

Meals: Event	Number of People	Days	Cost/day		
Meetings in Flagstaff	2	1	$50.00	$	100
Site Vistis	2	2	$50.00	$	200
Estimating/Outreach	1	0	$50.00	$	-
Event 4	2	0	$50.00	$	-
Event 5	2	0	$50.00	$	-
Event 6	2	0	$50.00	$	-
Event 7	2	0	$50.00	$	-
Event 8	2	0	$50.00	$	-
Event 9	2	0	$50.00	$	-
				$	1,410

SUBSISTENCE SUBTOTAL: $ 1,410.00

PUBLICATIONS AND SUPPLIES

Maps (USGS, County, FEMA, Etc.)		$ -
Exhibit Supplies, Duplicating Large Color Exhibits, Handouts		$ -
Postage for Flyers		$ -
Publications		$ -
Historical Society Publications / reproduction for Cultural		$ -
Surveying GPS Unit	(Basis for cost)	$ -
Surveying Lath and Supplies		$ -
		$ -

PUBLICATIONS AND SUPPLIES TOTAL: $ -

REPRODUCTION (BY VENDOR):

PLOTTING

Velumns	**# Dwgs**	**# Prints**	**Total**	**Cost/each**	Subtotal
Final II	0	1	0	$ 6.00	= $ -
1/2 Size Reduction of Final II	0	1	0	$ 3.50	= $ -
					$ -

Bond Originals (11 X 17) **Plans**	# Dwgs	# Prints	Total	Cost/each	
Pre-Initial	0	0	0	$ 0.15	= $ -
Initial	0	0	0	$ 0.15	= $ -
Preliminary	0	0	0	$ 0.15	= $ -
Final I	0	0	0	$ 0.15	= $ -
Final II	0	0	0	$ 0.15	= $ -
Binding	0	0	0	$ 3.00	= $ -
					$ -

Bond Originals (11 X 17) **Cross Sections**	# Dwgs	# Prints	Total	Cost/each	
Pre-Initial	0	0	0	$ 0.15	= $ -
Initial	0	0	0	$ 0.15	= $ -
Preliminary	0	0	0	$ 0.15	= $ -
Final I	0	0	0	$ 0.15	= $ -
Final II	0	0	0	$ 0.15	= $ -
Binding	0	0	0	$ 3.00	= $ -
					$ -

Bond Full Size (24x36) **Plans**	# Dwgs	# Prints	Total	Cost/each	
Initial	0	0	0	$ 0.75	= $ -
Preliminary	0	0	0	$ 0.75	= $ -
Final I	0	0	0	$ 0.75	= $ -
Binding	0	0	0	$ 5.00	= $ -
					$ -

Bond Full Size (24x36) **Cross Sections**	# Dwgs	# Prints	Total	Cost/each	
Initial	0	0	0	$ 0.75	= $ -
Preliminary	0	0	0	$ 0.75	= $ -
Final I	0	0	0	$ 0.75	= $ -
Final II	0	0	0	$ 0.75	= $ -
Binding	0	0	0	$ 5.00	= $ -
					$ -

PHOTOCOPYING (8.5 X 11) Combined Estimate	# Shts	# Copies	Total	Cost/each	
Initial	0	0	0	$ 0.05	= $ -
Preliminary	0	0	0	$ 0.05	= $ -
Final I	0	0	0	$ 0.05	= $ -
Final II	0	0	0	$ 0.05	= $ -
					$ -

Design Computations	# Shts	# Copies	Total	Cost/each	
Final II	0	0	0	$ 0.05	= $ -
Report Binding	0	0	0	$ 5.00	$ -
					$ -

Special Provisions & Stored Specifications

# Shts	# Copies	Total	Cost/each

Preliminary	0	0	0	$	0.05	= $	-
Final I	0	0	0	$	0.05	= $	-
Final II	0	0	0	$	0.05	= $	-
Report Binding	0	0	0	$	5.00	= $	-
						$	-

REPRODUCTION TOTAL: $ -

Hunter CONTRACTING CO.

City of Flagstaff
Schultz Flooding Inner Basin and Pipeline Reconstruction

JACOBS

DERIVATION OF COST PROPOSAL
SUMMARY

ESTIMATED DIRECT LABOR

Classification	Estimated Labor-Hours		Average Hourly Rate	Labor Costs
Project Manager	48	16%	$ 260.00	$ 12,480.00
Sr. Project Engineer	4	1%	$ 200.00	$ 800.00
Project Engineer	80	27%	$ 170.00	$ 13,600.00
Sr. Environ. Planner	0	0%	$ 176.00	$ -
Environmental Planner	0	0%	$ 155.00	$ -
Design Engineer	88	30%	$ 145.00	$ 12,760.00
Technician/Drafter	60	20%	$ 110.00	$ 6,600.00
Clerical/Administration	16	5%	$ 85.00	$ 1,360.00
Estimated Direct Labor Hours	296	**Total Estimated Direct Labor**		$ 47,600.00
		Total Labor Cost		$ 47,600.00

ESTIMATED DIRECT EXPENSES

Travel	$	-
Subsistence	$	-
Publications and Supplies	$	-
Reproductions	$	-
	$	-
Total Direct Expenses	$	-

ESTIMATED OUTSIDE SERVICES & CONSULTANTS

AeroTech Mapping (Phase II)	$ -
EnviroSystems Management (Time and Materials)	$ 63,733.00
Total Estimated Outside Services	$ 63,733.00

Total Estimated Cost, Combined $ 111,333.00

Total Estimated Cost (JACOBS) **$ 111,333.00**

8/9/2023
Date

City of Flagstaff
Schultz Flooding Inner Basin and Pipeline Reconstruction

DERIVATION OF ESTIMATED LABOR HOURS

Scope Ref.	MILESTONE SUBMITTAL	Sheet Count	Project Principal	Project Manager	Sr. Project Engineer	Project Engineer	Senior Envirn. Planne	Environ. Planner	Engineer Designeer	Tech Drafter	Clerical	Total Hours
100% Plans / Final Construction Documents												
	Final Plans - 100%	Sites										
	Address Comments / Revisions	24 Sheets		8		24			24	24		80
	Site / Quantity Modeling	24 Sheets		8		24			40	24		96
	Verify / Final Adjust Quantities Estimate	24 Sheets		8		24			24	12		68
	Environmental Support											
	Coordination with Coconino National Forest on CE											
100% Plans / Final Construction Documents:				24		72			88	60		244
SURVEYING / SITE INVESTIGATION												
	Final Adjust from Concept with Final LiDar											
	Verify Models with Survey											
	Update Mapping Sites form Comments											
SURVEYING / SITE INVESTIGATION SUBTOTALS:												
PROJECT REPORTS AND DOCUMENTS												
	Construction Schedule											
	Earthwork Summary											
	Quantities											
	Cost Estimates											
	Special Provisions											
PROJECT REPORTS AND DOCUMENTS SUBTOTALS:												
PROJECT COORDINATION / ADMINISTRATIVE												
NOTE: See Mtg. Summary for detailed breakdowns												
	Kick-Off / Scoping Meeting	1 Mtgs										
	Site Reviews	1 Mtgs										
	Progress Meetings (Flagstaff)	16 Mtgs		12		8						20
	Progress Meetings (Contractor)	2 Mtgs		4	4							8
	Team Meetings	2 Mtgs										
	Project Workshops	Mtgs										
	Site Reviews											
	Project Administation			8							16	24
PROJECT COORDINATION / ADMINISTRATIVE SUBTOTALS:				24	4	8					16	52
TOTAL HOURS ()Jacobs.)				**48**	**4**	**80**			**88**	**60**	**16**	**296**

DERIVATION OF ESTIMATED DIRECT EXPENSES

TRAVEL:

MILEAGE (Personal Vehicles)

Personal Mileage: Origin	Destination	Miles/ Trip	# of Trips	Cost/ Mile	
Meetings in Flagstaff		350	0	$ 0.650	$ -
Scoping / Kickoff Flagstaff		350	0	$ 0.650	$ -
Site Reviews Flagstaff		500	0	$ 0.650	$ -
Contractor Mtgs. Gilbert		20	0	$ 0.650	$ -

PERSONAL VEHICLE SUBTOTAL: $ -

VEHICLE RENTAL (Large Vehicles from Rental Agencies):

SUV for Site Visits:	Days	Cost/day (Including Gas)	
Event 1	0	$125.00	$ -
Event 2	0	$125.00	$ -
Event 3	0	$125.00	$ -
Event 4	0	$125.00	$ -
Event 5	0	$125.00	$ -
ATV for Site Investigations			
Event 1	0	$200.00	$ -
Event 2	0	$200.00	$ -
Event 3	0	$200.00	$ -
Event 4	0	$200.00	$ -
Event 5	0	$200.00	$ -

VEHICLE RENTAL SUBTOTAL: $ -

TRAVEL TOTAL: $ -

SUBSISTENCE (Field Visits)

Lodging:	Event	Number of People	Days	Cost/day	
	Meetings in Flagstaff	3	0	$138.00	$ -

Meals:	Event	Number of People	Days	Cost/day	
	Meetings in Flagstaff	3	0	$55.00	$ -
					$ -

$ -

PUBLICATIONS AND SUPPLIES

Maps (USGS, County, FEMA, Etc.)		
Exhibit Supplies, Duplicating Large Color Exhibits, Handouts		
Postage for Flyers		$ -
Publications		$ -
Historical Society Publications / reproduction for Cultural		$ -
Surveying GPS Unit	(Basis for cost)	$ -
Surveying Lath and Supplies		$ -
		$ -

PUBLICATIONS AND SUPPLIES TOTAL: $ -

REPRODUCTION (BY VENDOR):

PLOTTING

Velumns	**# Dwgs**	**# Prints**	**Total**	**Cost/each**	Subtotal
Final II	0	1	0	$ 6.00	= $ -
1/2 Size Reduction of Final II	0	1	0	$ 3.50	= $ -
					$ -

Bond Originals (11 X 17) **Plans**	# Dwgs	# Prints	Total	Cost/each	
Pre-Initial	0	0	0	$ 0.15	= $ -
Initial	0	0	0	$ 0.15	= $ -
Preliminary	0	0	0	$ 0.15	= $ -
Final I	0	0	0	$ 0.15	= $ -
Final II	0	0	0	$ 0.15	= $ -
Binding	0	0	0	$ 3.00	= $ -
					$ -

Bond Originals (11 X 17) **Cross Sections**	# Dwgs	# Prints	Total	Cost/each	
Pre-Initial	0	0	0	$ 0.15	= $ -
Initial	0	0	0	$ 0.15	= $ -
Preliminary	0	0	0	$ 0.15	= $ -
Final I	0	0	0	$ 0.15	= $ -
Final II	0	0	0	$ 0.15	= $ -
Binding	0	0	0	$ 3.00	= $ -
					$ -

Bond Full Size (24x36) **Plans**	# Dwgs	# Prints	Total	Cost/each	
Initial	0	0	0	$ 0.75	= $ -
Preliminary	0	0	0	$ 0.75	= $ -
Final I	0	0	0	$ 0.75	= $ -
Final II	0	0	0	$ 0.75	= $ -
Binding	0	0	0	$ 5.00	= $ -
					$ -

Bond Full Size (24x36) **Cross Sections**	# Dwgs	# Prints	Total	Cost/each	
Initial	0	0	0	$ 0.75	= $ -
Preliminary	0	0	0	$ 0.75	= $ -
Final I	0	0	0	$ 0.75	= $ -
Final II	0	0	0	$ 0.75	= $ -
Binding	0	0	0	$ 5.00	= $ -
					$ -

PHOTOCOPYING (8.5 X 11) Combined Estimate	# Shts	# Copies	Total	Cost/each	
Initial	0	0	0	$ 0.05	= $ -
Preliminary	0	0	0	$ 0.05	= $ -
Final I	0	0	0	$ 0.05	= $ -
Final II	0	0	0	$ 0.05	= $ -
					$ -

Design Computations	# Shts	# Copies	Total	Cost/each	
Final II	0	0	0	$ 0.05	= $ -
Report Binding	0	0	0	$ 5.00	$ -
					$ -

Special Provisions & Stored Specifications	# Shts	# Copies	Total	Cost/each	
Preliminary	0	0	0	$ 0.05	= $ -
Final I	0	0	0	$ 0.05	= $ -
Final II	0	0	0	$ 0.05	= $ -
Report Binding	0	0	0	$ 5.00	= $ -
					$ -

REPRODUCTION TOTAL: $ -

ENVIROSYSTEMS
COMPLIANCE • CULTURAL • BIOLOGICAL • GEOSPATIAL

23 East Fine Avenue
Flagstaff, Arizona 86001
www.esmaz.com
Ph: 928.226.0236
800.370.6060
Fax: 928.226.0237

June 1, 2023

Berwyn Wilbrink, PE
Vice President & Transportation Group Manager
Jacobs
1501 W Fountainhead Pkwy #401
Tempe, AZ 85282
Office: (602) 530-1661
Mobile: (480) 363-6328
Berwyn.Wilbrink@jacobs.com

Re: Class III Cultural Resources Survey, Condition Assessment, and Construction Monitoring for the Inner Basin Water Pipeline Resulting from the Pipeline Fire.

Mr. Wilbrink:

Per your request, EnviroSystems Management, Inc. (EnviroSystems) appreciates the opportunity to submit the following scope and fee for the completion of cultural resources compliance for the Inner Basin Road and Water Pipeline in support of repairs after the Pipeline Fire on the Coconino National Forest (CNF), Coconino County, Arizona. This project is being conducted on behalf of Jacobs for the City of Flagstaff to complete Section 106 consultation. In consultation with CNF and the Arizona State Historic Preservation Office (SHPO), it was determined that a cultural resources survey, condition assessment, and monitoring will be necessary to ensure there is no adverse effect on National Register eligible properties.

The Class III survey will focus on portions of the project area that have not been previously surveyed, which is approximately 187 acres. However, the entire line will be walked by two archaeologists spaced 15 meters apart as necessary to cover the 187 acres as well as provide condition assessments of the waterline, the waterline road, associated facilities and structures, and any archaeological sites that fall within or adjacent to the project area. During the survey, significant cultural resources will be flagged for avoidance using pink flagging tape and wood lath when necessary. Other areas will be marked for construction monitoring. A technical report will be prepared for the results of the survey and condition assessments.

It is anticipated that the survey and avoidance flagging will minimize the need for cultural resources construction monitoring. However, some areas will likely require an archaeological monitor to be present during construction and related activities. These areas will be flagged differently and EnviroSystems will coordinate with the other contractors to ensure a monitor is present when necessary. Monitoring will not exceed 20 person days. Results of the monitoring will be drafted into a separate summary technical report.

COST ESTIMATE

Task 1. Class III Survey and Assessments	$16,644.00
Task 2. Draft and Final Report	$14,868.50
Task 3. Construction monitoring	$20,918.00

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Fax: 928.226.0237

Task 4. Draft and Final Report	$7,500
Other Direct Costs (report production/lath/flagging/mileage)	$3,812.50
Subtotal	**$63,733.00**

The total cost for the cultural resources investigations is ***$63,773.00***. This total, or the total for monitoring specifically, can be a time and materials agreement should all 20 days of monitoring not be required. EnviroSystems appreciates the opportunity to provide assistance on this project. If you have any questions or comments regarding this scope and fee, please call or email Dave Hart at dhart@esmaz.com or 928-266-6651. Thank you for your time and consideration.

Sincerely,



Dave Hart
Cultural Resources Division Director
EnviroSystems Management, Inc.

Contract Administrator	26 hours
Principal Investigator (project management and editing)	18 hours
Project Director	
Task 1. Mobilization	10 hours
Task 2. Survey and condition assessments	60 hours
Task 3. Draft and final survey report	120 hours
Task 4. Archaeological monitoring	20 hours
Task 5. Draft and final monitoring report	40 hours
Archaeological Technician	
Task 2. Survey and condition assessments	50 hours
Task 4. Archaeological monitoring report	180 hours
GIS Analyst	44 hours
Subtotal cost	*$59,920.50*
ODCs (mileage, lath, flagging tape, printing, binding, etc…)	$3,812.50
Total Cost	***$63,733.00***

Pete Allen

From: David Hart <DHart@esmaz.com>
Sent: Wednesday, June 28, 2023 2:34 PM
To: Bob Carlson
Cc: Berwyn.Wilbrink@jacobs.com; Taylor Bates; Pete Allen
Subject: RE: Weekly meeting update

EXTERNAL EMAIL

Bob,

I am not sure I provided that information, but here is a basic breakdown:

Cultural Division Director - $170.21
Principal Investigator - $129.90
Senior Project Director/Project Manager - $107.50
Archaeological Technician/Monitor - $89.59
GIS - $116.46

The monitoring cost per person per day comes out to around $1,400.00. That includes ODC's and support staff.

Does that work for you?

Dave

_____
DAVID R. HART, M.A., RPA
Vice President / Cultural Resources Division Director
EnviroSystems Management, Inc.

http://esmaz.com
23 East Fine Avenue
Flagstaff, Arizona 86001
P: 928.226.0236
F: 928.226.0237
M: 928.266.6651
dhart@esmaz.com

From: Bob Carlson <bobc@huntercontracting.com>
Sent: Wednesday, June 28, 2023 2:22 PM
To: David Hart <DHart@esmaz.com>
Cc: Berwyn.Wilbrink@jacobs.com; Taylor Bates <taylor.bates@huntercontracting.com>; Pete Allen <peter.allen@huntercontracting.com>
Subject: RE: Weekly meeting update

David,

Project: Inner Basin Waterline
Owner: City Of Flagstaff, Arizona
Designer: Jacobs Engineering
Location: Flagstaff, Arizona
Contractor: Hunter Contracting Co. ROC070961A

City of Flagstaff
ing Inner Basin and Pipeline Reconstruction

8/11/2023

GMP 3 Cost Allocation Allowances

Line	Description	GMP 3 Cost Allocation Allowance	Scope of Work
1	Point A	$ 15,000.00	Work Shown in 90% Plans
2	Site 2	$ 256,180.00	Work Shown in 90% Plans
3	Site 4	$ 173,327.00	Work Shown in 90% Plans
4	Site 7	$ 440,447.00	Work Shown in 90% Plans
5	Site 9	$ 520,356.00	Work Shown in 90% Plans
6			
7	**Site Subtotal**	**$ 1,405,310.00**	
8			
9	Waterline Road Initial Cleanup	$ -	
10	Timber/Chip Removal	$ -	
11	Timber Retaining Walls	$ -	
12	Haul Road Maintenance	$ 75,376.22	Continue to Maintain Hauls Roads as work progresses
13	Roadway Surfacing		
14	Construction Water	$ -	
15	Construction Survey	$ -	
16	Mobilization - Subs		
17	Construction Engineering Services	$ -	
18	General Conditions	$ 441,842.78	Construction Staffing and Overhead for Sept, October, November
19	Total	$ -	
20			
21	**Subtotal Direct Cost**	**$ 1,922,529.00**	
22			
23	Payment and Performance Bonds	$ 17,302.76	0.90%
24	Insurance	$ 19,225.29	1.0%
25	Construction Fee	$ 221,090.84	11.5%
26			
27	**Subtotal**	**$ 2,180,147.89**	
28			
29	Sales Tax	$ 97,888.64	
30			
31	**Construction Cost Total**	**$ 2,278,036.53**	Total Cost Allocation to establish allowance budget for continued construction into Fall 2023
32			

SECOND AMENDMENT

Pipeline West Post-Fire Flooding
Inner Basin Waterline Project

Design-Build Contract

Design Phase and Construction Services Phase I – GMP 3

Project No. 3519/PSPipline
AZDEMA Declaration #SD2302
Contract No. 2023-74

This Second Amendment ("Second Amendment") to the fully executed Design-Build Services Agreement No. 2023-74 dated January 30, 2023 (the "Agreement") for the City of Flagstaff Pipeline West Post-Fire Flooding: Inner Basin Waterline Project (the "Project") is made and entered into this ____ day of _____, 2023, by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and Hunter Contracting Co., an Arizona corporation ("Design-Builder").

The parties to the Agreement, hereby agree to the following Second Amendment:

A. Pursuant to Article 5 – Contract Price, Section 5.3, Exhibit C – Fee Schedule is amended to include GMP 3 – Exhibit A – Design-Builder's GMP 3 Summary Sheet, dated August 11, 2023, 17 pages.

B. Design-Builder's GMP 3 is for Final Design Phase and Construction Phase I Services portion of work of the Project, as more specifically described in the GMP 3 Locations Scope Description enclosed in Exhibit A, and shall total **two million, four hundred twenty-five thousand, nine hundred seventy-eight dollars and three cents ($2,425,978.03).**

C. The total Contract Price for the complete performance of work under the Agreement, as amended by this Second Amendment, shall be **five million, eight hundred thirty-six thousand, fifty-two dollars and ninety cents ($5,836,052.90).**

D. All other provisions of the Agreement shall remain unchanged in full force and effect.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives as of the date first written above. This Second Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

City of Flagstaff

By:_____
Greg Clifton, City Manager

Dated:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

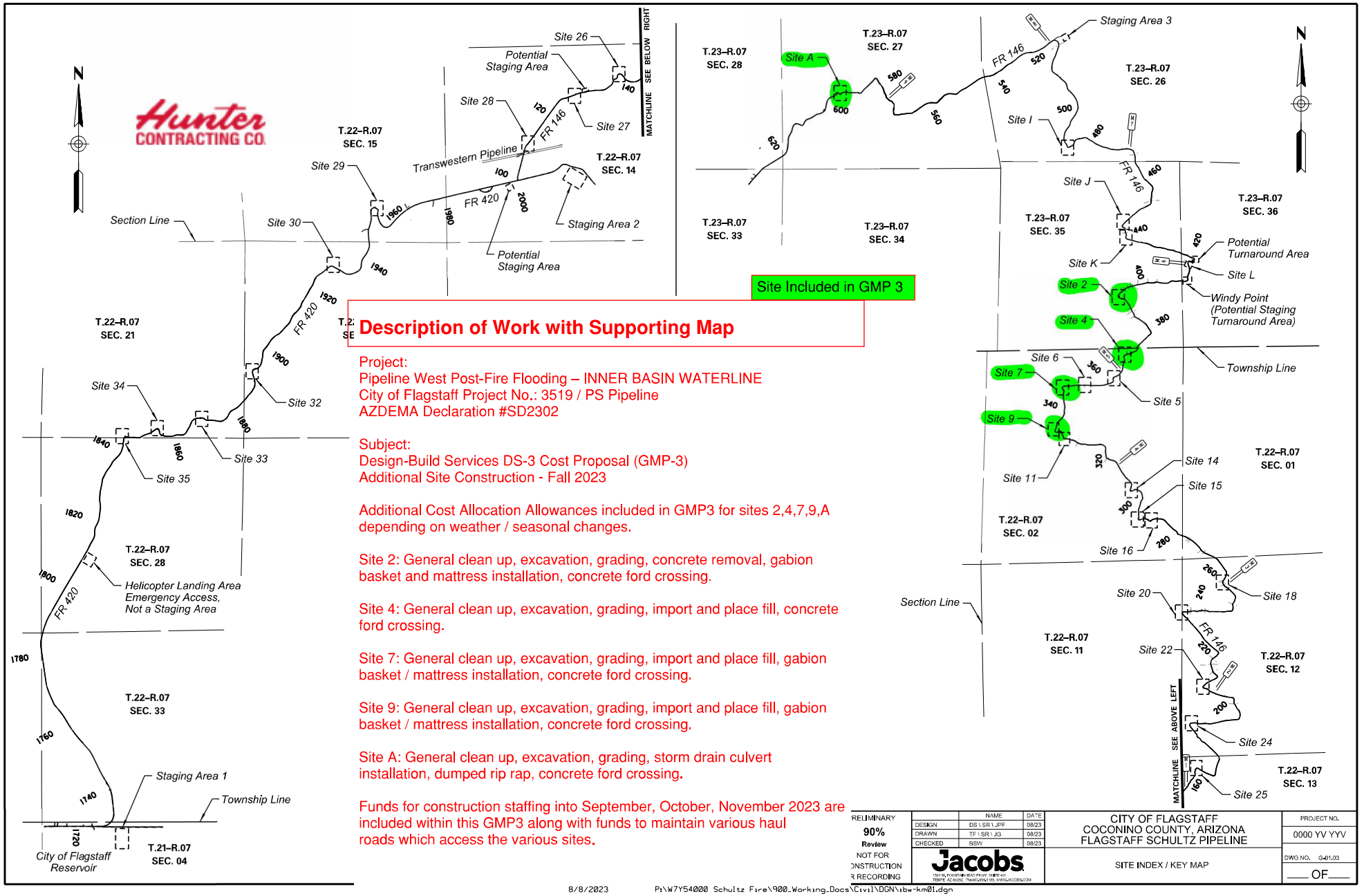
Hunter Contracting Company

By:_____

Title:_____

Dated:_____

Exhibit A - GMP 3 || Descriptions and Locations of Work



Inner Basin Waterline

Flood-Impacted Sites

Lockett Meadow

FSR 553

FSR 6437

Well 11

Well 14

Well 9

A

B

C

D

E

F

G

H

I

J

K

L

01

02

03

3A

3B

04

05

06

07

08

11

12

13

14

15

16

17

17A

18

18A

19

20

21

22

22B

24

24A

25

25A

26

26A

27

28

29

29A

30

31

32

33

34

35

Pipeline New Burn Area

Schultz Fire Reburn Area

FSR 420

FSR 420

FSR 556

Schultz Creek Watershed

N

0 1 2 Mile

Sites

Access Road

Waterline Road

Schultz Creek and Tributaries

US Forest Service Roads

Schultz Creek Watershed

CAPITAL IMPROVEMENTS

CITY OF FLAGSTAFF



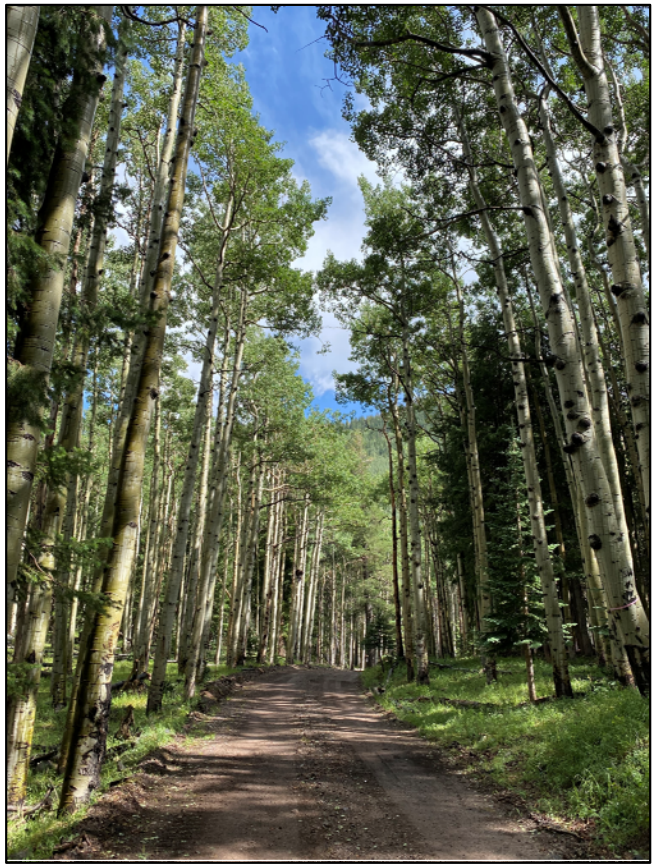
Inner Basin Waterline Restoration Project

28 August 2023

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Project Stakeholders

- US Forest Service
- AZ Dept Forestry and Fire Management (DFFM)
- Hunter Contracting Co.
- Jacobs Engineering
- Coconino County
- City Staff



Waterline Road – Inner Basin

Exciting News

Let the Water Flow!

1 August 2023

- Inner Basin Spring Water harvested for drinking water
- Waterline connected, but much more work to come



Concrete Encasement – Point I

Guaranteed Maximum Price

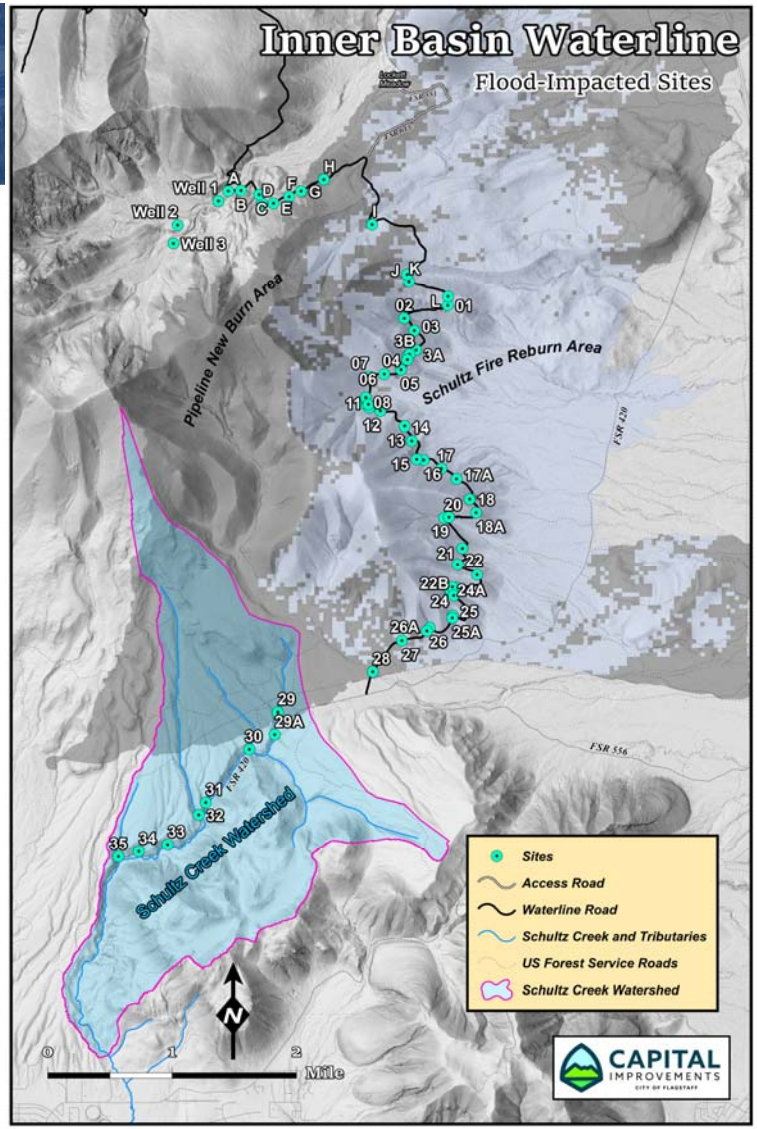
GMP - 3

Contractor

- Hunter Contracting Co.
  - ➢ Jacobs Engineering

Details

- $2,425,978.03
- Contract Period of 160 Calendar Days
- Final Engineering Design – 100% Plans
- Maintenance Repair of Road and Waterline
- EnviroSytems (*Cultural and Environmental*)

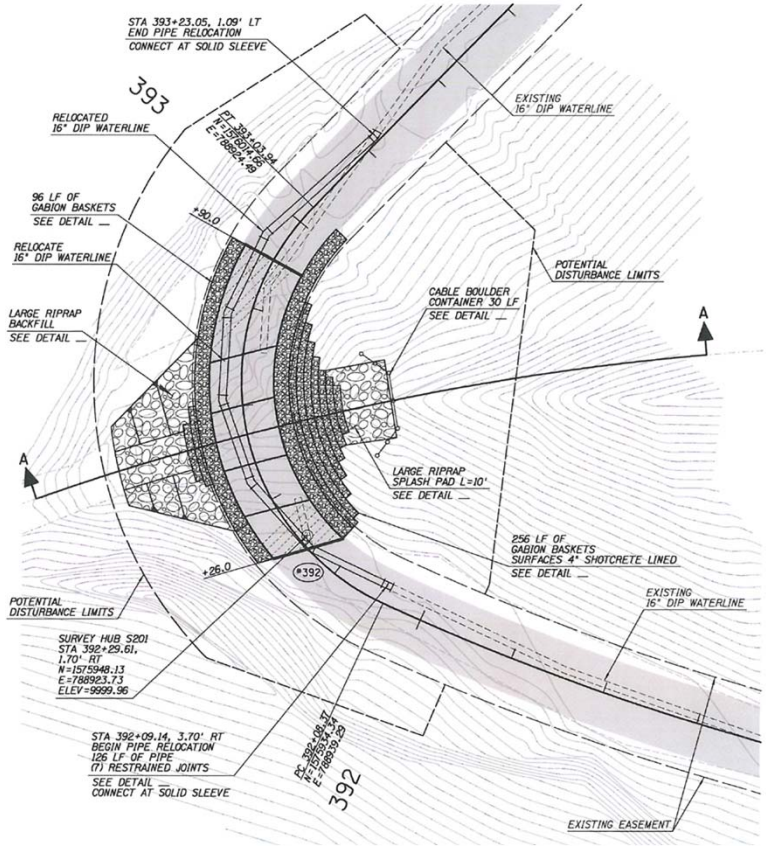


Project Extent Map

Contract & Project Timeline

Construction Contract(s) – 2023/2024

- **GMP-1** → *17 January 2023*
- **GMP-2** → *2 May 2023*
- **Inspection Services** → *3 July 2023*
- **GMP-3** → *28 August 2023*
- **GMP-4** → *Late Winter/Spring 2024*



Project Site I – Then & Now



7 September 2022



21 August 2023

Project Site 7 – Then & Now



7 September 2022



21 August 2023

Project Site 9 – Then & Now



7 September 2022



21 August 2023

Questions & Comments



11. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Maria Robinson, Risk Management Director

Co-Submitter: Maria Robinson

Date: 08/24/2023

Meeting Date: 08/28/2023

TITLE:

Consideration and Approval of Contract: FY23/24 Insurance Program Renewal

STAFF RECOMMENDED ACTION:

Accept the renewal premiums for FY 2023-24 submitted by the Arizona Municipal Risk Retention Pool (AMRRP) for General Liability, E&O, SAM, Property, Auto, Marine, Crime, Cyber, Excess, and Worker's Compensation coverage; AON/Chubb/Travelers for Airport Liability and International Travel; and Industrial Commission of Arizona to fund the Firefighters Presumptive Cancer Claims (statutorily required).

Executive Summary:

All City exposures are currently covered with the aforementioned entities and expenditures last fiscal year totaled $2,317,504. Estimated premiums for this fiscal year will total $2,455,916 (increase of $138,412). This 5.97% increase is the result of an overall increase in the industry, increase in payroll/employee count, increase in population, decrease in the property deductible ($100K to $10K) and the decision to opt for a 3-year aviation policy (vs. 1 year). This estimated premium increase will be offset by a dividend established by the AMRRP declared on April 28, 2023. Staff recommends approval of the renewal offered by the current carriers and AMRRP. Following are estimated premiums for FY 2023-24:

- Liability Insurance and Excess Insurance - $1,267,643
- Workers Compensation Estimate - $934,215
- Aviation and Foreign Travel Insurance - $55,933
- AZ FF Cancer Reimbursement Fund - $198,123

Financial Impact:

No increased financial impact.

Policy Impact:

None

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

Effective Governance

Has There Been Previous Council Decision on This:

Yes

Background/History:

In 2020, The City of Flagstaff marketed all lines of primary insurance and apart from Airport, International Travel and Flood coverage, moved all insurance policies to AMRRP. One advantage of pool membership with AMRRP is that most years dividends are issued based on net financial performance of the 77 members in the pool. This year was no different, the pool issued a dividend of $287,119 to the City of Flagstaff.

Attachments: Presentation

Insurance Policy Renewals

FY23-24

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Arizona Municipal Risk Retention Pool

- COF Moved from Self-Insured to Pool in FY20-21
- 77 Members
- Membership Fees ("Premiums")

AMRRP
Arizona Municipal Risk Retention Pool

- Fees based on: loss run (claim history), employee count by NCCI code (4-digit code classification system of employee risk), fleet inventory, property, concentration of risk, risk exposure.

Membership Benefits

- Personnel Assistance Lifeline
- Land Use Assistance Lifeline
- IGA Legal Assistance
- Law Enforcement Assistance Program
- AACOP – Arizona Law Enforcement Accreditation Program
- COI Management Program
- Firefighter Exposure Tracking Program
- Property Appraisal Program
- Traumatic Event Counseling Preferred Pricing
- Cyber Risk Preferred Pricing
- Triage Now WC Solutions
- Telemed
- WC Prescription Benefit Program
- TULIP – Tenant User Liability Insurance Program
- Vector Solutions for Online Training and Safety Videos
- HR Sentry Solutions (Claims Portal)
- EEOC/ACRD Assistance
- IntelliCorp Background Checks (Preferred Pricing)
- Annual Dividend

AMRRP ANNUAL DIVIDEND

$287,119*

*Formula based:

$$\frac{\text{Member Earned Premium}}{\text{Pool Earned Premium}} \times \text{Dividend Factor (based on loss ratio)} \times \text{Offset Factor*} \times \text{Total Dividend Payable} = \text{Member Dividend}$$

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

AMRRP Membership Fees

- Liability Package - **$1,117,334**
  - Municipal Property, Inland Marine, Equipment, Municipal Liability, Auto Liability, Auto Damage, Municipal Crime, Municipal Cyber
  - Limits Vary/Deductibles Vary
- Excess Coverage - **$150,309**
- Workers Compensation *Estimate* - **$934,215**
  - Estimate is specific to employee count in risk category

Total - $2,201,858*

*Overall increase from FY22-23 – 14.32% (industry-wide increase, increase in payroll, property appraisals completed, decrease in property deductible)

Aviation Liability/ Foreign Liability

- Aviation - $45,261 (3-year policy - fixed)
- War Premium - $377
- International Travel – $2,500
- DAC (Deferred Acquisition Cost) Charge - $500
- Commission (15%) - $7,295.70

TOTAL - $55,933.70

FF Cancer Reimbursement Fund

(Based on population)

New in FY22

INDUSTRIAL COMMISSION OF ARIZONA

FY 2023 Municipal Firefighters Cancer Reimbursement Fund Assessments (A.R.S. § 23-1703)

City	2021 Population	% of Population	MFCRF Assessment
APACHE JUNCTION	39,981	0.69%	$102,887.31
AVONDALE	90,564	1.55%	$233,057.86
BENSON	5,355	0.09%	$13,780.58
BISBEE	4,911	0.08%	$12,637.99
BUCKEYE	101,315	1.74%	$260,724.54
BULLHEAD CITY	42,232	0.72%	$108,680.04
CAMP VERDE	12,244	0.21%	$31,508.77
CAREFREE	3,685	0.06%	$9,483.00
CASA GRANDE	57,699	0.99%	$148,482.90
CAVE CREEK	5,015	0.09%	$12,905.63
CHANDLER	279,458	4.79%	$719,158.64
CHINO VALLEY	13,492	0.23%	$34,720.38
CLARKDALE	4,635	0.08%	$11,927.73
CLIFTON	3,847	0.07%	$9,899.89
COLORADO CITY	2,520	0.04%	$6,484.98
COOLIDGE	14,709	0.25%	$37,852.22
COTTONWOOD	12,440	0.21%	$32,013.16
DEWEY-HUMBOLDT	4,455	0.08%	$11,464.52
DOUGLAS	16,513	0.28%	$42,494.64
DUNCAN	677	0.01%	$1,742.20
EAGAR	4,439	0.08%	$11,423.35
EL MIRAGE	36,016	0.62%	$92,683.76
ELOY	15,450	0.27%	$39,759.11
FLAGSTAFF	76,989	1.32%	$198,123.88
FLORENCE	26,205	0.45%	$67,436.08
FOUNTAIN HILLS	23,819	0.41%	$61,295.94
FREDONIA	1,322	0.02%	$3,402.04
GILA BEND	1,887	0.03%	$4,856.02
GILBERT	273,136	4.69%	$702,889.57
GLENDALE	249,630	4.28%	$642,399.11
GLOBE	7,162	0.12%	$18,430.73
GOODYEAR	101,733	1.75%	$261,800.22

$198,123.88

“Savings”

- Negotiations/Non-compensable/”No-value” claims: $15,861,424.60 (Paid - $35,146.92)
- Recovery through subrogation – $34,727.37
- Recovery through restitution - $19,731.45
- AMRRP Dividend – $287,119



STAFF RECOMMENDATION

Approve insurance renewals in the estimated amount of:

$2,455,916

12. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Wilson, Deputy Fire Chief
Co-Submitter:	Marianne Sullivan
Co-Submitter:	Jerry Bills
Date:	08/24/2023
Meeting Date:	08/28/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-46: A resolution for the renewal of an Administrative IGA with Summit Fire & Medical District for the term of one-year.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-46 by title only
2) City Clerk reads Resolution No. 2023-46 by title only (if approved above)
3) Adopt Resolution No. 2023-46

Executive Summary:

Staff recommends extending the Administrative IGA with Summit Fire & Medical District for one-year to allow for an outside consultant to complete a feasibility analysis for future proposals to enhance the current contracts through various options. Extending the current IGA provides uninterrupted services to both the Flagstaff Fire Department and Summit Fire & Medical District during that time.

Financial Impact:

Summit Fire & Medical District will continue to pay $142,000 per year for Administrative oversight by Flagstaff Fire Department command staff.

Policy Impact:

No policy impacts

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

Priority Based Budget Key Community Priorities and Objectives

- High performing Governance: Enhance the organization's fiscal stability and increase efficiency and effectiveness (SP)3.1/(RP)CD.1

Regional Plan

- Goal PF.2. Provide Sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.
- Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Has There Been Previous Council Decision on This:

Yes, council approved resolution number 2018-46 on 09-18-2018 - A resolution approving an Intergovernmental Agreement between the City of Flagstaff and Summit Fire and Medical District for shared management and administrative services.The term of the agreement was from October 1, 2018 for 5-years.

Options and Alternatives:

Council may elect to:
- Approve the IGA extension
- Disapprove the IGA extension

Background/History:

The City of Flagstaff has approved an Administrative IGA between the City and the District for over seven years now. This has allowed multiple benefits to both the City and the District relating to things such as joint: purchasing, policies, academies, trainings, grants opportunities, and response in a limited resource region. This has also been the key driving force behind regional standardization. By approving the IGA extension, it will allow for the feasibility analysis to be completed which will determine the best path moving forward for both the City and the District. The estimated time for completion of the feasibility analysis is nine-months and this extension will allow that information to be taken into consideration for future contract/agreement options.

Key Considerations:

A solid partnership that allows for joint oversight by a single administrative team to best support both the City and District All-Risk response needs.

Community Benefits and Considerations:

Helps meet council goals and community partnering

Attachments: Res. 2023-46
IGA 1-yr Extension
FFD Org Chart

RESOLUTION NO. 2023-46

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND SUMMIT FIRE AND MEDICAL DISTRICT FOR SHARED SERVICES

RECITALS:

WHEREAS, the Summit Fire and Medical District and City of Flagstaff desire to enter into an intergovernmental agreement for shared services; and

WHEREAS, the Summit Fire and Medical 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 shared services; and

WHEREAS, the City Council has read and considered the staff summary report and proposed Intergovernmental Agreement for shared 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.

That Intergovernmental Agreement for Shared Services between the Summit Fire and Medical District and the City of Flagstaff be hereby accepted and approved and the Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Summit Fire and Medical 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 28th day of August, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA

INTERGOVERNMENTAL AGREEMENT
FOR SHARED SERVICES
between
City of Flagstaff
and
Summit Fire & Medical District

This Intergovernmental Agreement for Shared Services ("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, and the Summit Fire & Medical District, a political subdivision of the State of Arizona, with offices at 8905 Koch Field Road, Flagstaff, Arizona ("DISTRICT").

RECITALS

A. WHEREAS, CITY and DISTRICT (which may be referred to herein individually as a "PARTY" or collectively as the "PARTIES") desire to enter into this Agreement for Shared Management and Administrative Services; and

B. WHEREAS, CITY and DISTRICT are authorized pursuant to A.R.S. § 11-952 et seq. and A.R.S. § 48-805 et seq. to enter into agreements to cooperate in the provision of fire suppression, emergency medical services ("EMS"), and related services otherwise authorized by law; and

C. WHEREAS, CITY and DISTRICT have completed a successful five-year IGA, which allowed the City Fire Chief to also function as the DISTRICT Fire Chief ("Management Services"), and resulted in the desired outcomes of improved fire, medical, and rescue services, improved firefighter safety, and mutually beneficial cost containment and efficiencies; and

D. WHEREAS, CITY and DISTRICT desire to improve the current IGA for Management Services by functionally consolidating the administrative and command staffs of the CITY and DISTRICT; and

E. WHEREAS, CITY employs, on a full-time basis, a Fire Chief, administrative personnel, and command staff (Deputy Chief and four Battalion Chiefs) with the required professional qualifications, expertise, and experience in leading, managing, and administering a professional, full-service Fire Department; and

F. WHEREAS, DISTRICT employs, on a full-time basis, a command staff (three Battalion Chiefs) and administrative personnel with the required professional qualifications, expertise, and experience in leading, managing, and administering a professional, full-service Fire Department; and

G. WHEREAS, DISTRICT is willing to provide financial consideration for the CITY to continue to provide Management Services to the DISTRICT and functionally consolidate the DISTRICT's command staff and administration staff; and

H. WHEREAS, the PARTIES desire to continue to improve the nature and coordination of emergency response to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions, and beyond within reason, to include regional operations, procedures, and practices governing command and control hazard zone operations; and

I. WHEREAS, CITY and DISTRICT agree to participate in this Agreement for the purpose of enabling the CITY Fire Chief to also function as the DISTRICT Fire Chief and functionally consolidate the respective departments' administrative and command functions.

J. WHEREAS, CITY and DISTRICT desire to extend this agreement while a Joint Powers Authority Feasibility Study is procured by the parties.

1. PURPOSE

The purpose of this IGA is to authorize the City of Flagstaff Fire Chief to also function as the Summit Fire District Fire Chief under the terms of this Agreement and to functionally consolidate the PARTIES' administrative and command functions, as described in more detail below.

2. SCOPE

The scope of this Agreement shall include the following:

2.1 CITY's Responsibilities and Obligations

The CITY shall:

2.1.1 Permit its Fire Chief to serve as Fire Chief for both CITY and DISTRICT on an appropriate shared services basis, subject to the conditions, limitations, and guidelines set forth in this Agreement.

2.1.2 Permit CITY command staff, which will include three Deputy Chiefs and three Battalion Chiefs, to serve the DISTRICT by providing the following services:

2.1.2.1 The CITY's Deputy Chiefs will provide improved Management Services for the DISTRICT, which will include assuming the duties related to four major functional areas, for which DISTRICT Battalion Chiefs and Captains are currently responsible: (1) Reporting, (2) Information and Technology, (3) Facilities Fleet, and (4) Computer Aided Dispatch (CAD)/Dispatch.

2.1.2.2 The CITY's Battalion Chiefs will, in addition to providing operational and daily management of their respective shifts at the CITY, provide oversight of one major support program function over both CITY and

DISTRICT personnel. The major support programs may include Training, Emergency Medical Services (EMS), Health, Safety, and Special Operations.

2.1.4 Cooperate with the DISTRICT in the allocation of equipment, personnel, and resources as needed to allow for efficient and effective operations and administration of both PARTIES' needs under this Agreement.

2.1.5 While maintaining separate business processes, permit the CITY's administrative staff to assist with DISTRICT administrative processes, such as payroll, procurement, research and development, and contract and non-contract billing, subject to available capacity.

2.1.6 Formally communicate with the DISTRICT any challenges or concerns regarding this Agreement, with the intent of resolving such issues and to preserve the intent and purpose of the Agreement for the benefit of both PARTIES.

2.2 DISTRICT's Responsibilities and Obligations

The DISTRICT shall:

2.2.1 Permit the CITY's Fire Chief to serve as Fire Chief for the DISTRICT on an appropriate shared services basis, subject to the conditions, limitations, and guidelines set forth in this Agreement.

2.2.2 Permit the DISTRICT's administrative staff, and command staff, to serve the CITY by providing the following services:

2.2.2.1 While maintaining separate business processes, the DISTRICT's Administrative Officer and Administrative Assistant may assist with CITY Fire administrative processes, such as payroll, procurement, research and development, and contract and non-contract billing subject to available capacity. While they may perform services at other locations on a temporary basis, DISTRICT staff indicated in this section shall continue to be based and sited out of DISTRICT properties.

2.2.2.2 The DISTRICT command staff, which includes three Battalion Chiefs, will, in addition to providing operational and daily management of their respective shifts at the DISTRICT, provide oversight of one major support program function over both CITY and DISTRICT personnel. The major support programs may include Training, Emergency Medical Services (EMS), Health, Safety, and Special Operations.

2.2.3 Cooperate with the CITY in the allocation of equipment, personnel, and resources as needed to allow for efficient and effective operations and administration of both PARTIES' needs under this Agreement.

2.2.4 Formally communicate with the CITY any challenges or concerns regarding this Agreement, with the intent of resolving such issues and to preserve the intent and purpose of the Agreement for the benefit of both PARTIES.

3. CONSIDERATION

In exchange for providing Management Services to the DISTRICT as outlined herein, DISTRICT agrees to compensate CITY in the sum of $142,500 annually. CITY will issue a monthly invoice. Payment will be made to City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001 within thirty (30) days of receipt of the invoice.

4. EFFECTIVE DATE; TERM; REVIEW; RENEWAL

4.1 Effective Date. This Agreement will become effective for each PARTY October 1, 2023 (the "Effective Date").

4.2 Term. The initial term of this Agreement will be one (1) year unless sooner terminated as provided herein.

4.3 Renewal. This Agreement may be renewed for two (2) additional one (1) year terms, subject to written agreement by the PARTIES. For the City of Flagstaff, the City Manager shall be authorized to approve such renewals. For Summit Fire District, the Fire District Board, by majority vote, is the only entity authorized to approve such renewals.

5. GENERAL PROVISIONS

5.1 The PARTIES shall establish appropriate written policies, procedures, and protocol for the effective implementation of this Agreement.

5.2 The Fire Chief or designee may provide Management Services to the DISTRICT in the following areas:

Community/Customer Relations
City Council/Fire District Board Relations
Labor Relations
Policy Development and Maintenance
Risk Management
Mutual Aid
Regional, State, and Federal Relations
Strategic and Operational Planning
Contracts and Intergovernmental Agreements
Records Management
Budgeting
Grant Funding
Human Resources
Community Risk Reduction

5.3 The CITY shall treat the Fire Chief, command staff, and any other CITY personnel performing work pursuant to this Agreement as its employees for all matters (except for liability for actions taken or not taken on behalf of the DISTRICT) including, but not limited to, compensation, workers' compensation, benefits, retirement, employment policies, and discipline.

5.4 The Fire Chief, CITY personnel performing work pursuant to this agreement, and DISTRICT shall treat DISTRICT employees as employees of the DISTRICT for all matters including, but not limited to, compensation, workers' compensation, benefits, retirement, employment policies, and discipline.

5.4.1 The DISTRICT shall be responsible for payment of all costs and expenses associated with its employees including, but not limited to, compensation, benefits, workers' compensation, and retirement.

5.4.2 The Fire Chief or his designee shall have the authority to hire, fire, and discipline personnel employed by the DISTRICT, subject to the DISTRICT's employee policies and Memorandum of Understanding with United Flagstaff Fire Fighters Local 1505, dated June 21, 2023. The Fire Chief may utilize the CITY's Human Resources Department to conduct joint hiring processes. The joint hiring process will be memorialized in a separate agreement between the PARTIES.

5.4.2.1 Notwithstanding any other provision of this Agreement, any discipline of the DISTRICT's Administrative Officer that contemplates termination, demotion, or leave without pay must be ratified by the DISTRICT's Fire Board before such discipline is imposed.

5.5 The DISTRICT and CITY shall cooperate in providing personnel performing work under this Agreement appropriate work stations at CITY and DISTRICT locations suitable for completing the functions of the positions under this Agreement. The costs associated with providing the office, computer, and office supplies related to CITY personnel performing work for the DISTRICT pursuant to this Agreement shall be borne by the DISTRICT. The costs associated with providing office, computer, and office supplies related to DISTRICT personnel performing work for the CITY pursuant to this Agreement shall be borne by the CITY. As noted previously in this Agreement, regular physical presence of DISTRICT administrative staff at DISTRICT stations is essential to the DISTRICT's relationship with the community, and the PARTIES agree that the DISTRICT's administrative staff shall not be permanently relocated, so as to leave the DISTRICT without any administrative presence to service the needs of the DISTRICT's constituent communities.

5.6 Except as otherwise provided for under this Agreement, each PARTY shall be responsible for the acquisition and maintenance of its own equipment.

5.7 The Fire Chief shall serve as the chief executive officer of the DISTRICT during the term of this Agreement, subject to the DISTRICT Board's role as a policy group.

5.8 The Fire Chief or designee shall have the authority to commit the DISTRICT to expenditures consistent with the budget and procurement policies approved by the governing body of the DISTRICT and in so doing shall allocate and account for such expenditures. The DISTRICT's Administrative Officer acts as facilitator and consultant to the chair and clerk of the DISTRICT's Board, particularly with regard to aiding the Board in compliance with Arizona open meeting laws, public records laws, and public finances. Many such functions are best performed by direct communication between the DISTRICT's Administrative Officer and the DISTRICT's Board. Therefore, the DISTRICT's Administrative Officer shall not be precluded from direct communication with the DISTRICT's Fire Board, as may be necessary or useful in fulfilling the DISTRICT's obligations pursuant to Titles 16, 35, 38, 39, 42, and 48 of the Arizona Revised Statutes, as they are applicable to fire districts.

5.9 The Fire Chief or designee shall be responsible for reporting to the governing bodies of the PARTIES concerning any issues related to this Agreement, as needed.

5.10 Neither PARTY shall assume any responsibility or liability for claims or litigation that are pending against the other PARTY as of the effective date of this Agreement or that may arise after the effective date of this Agreement, unless the subsequent claims or litigation are covered by the indemnification provision in Section 8 below.

5.11 Neither PARTY shall assume responsibility for payment of any debts or outstanding amounts owed by the other PARTY as of the effective date of this Agreement or any amounts owed by the other PARTY during the term of this Agreement.

5.12 Participation in this Agreement shall create no ownership for DISTRICT relative to any CITY equipment and/or CITY real or personal property existing at the effective date of this Agreement or subsequently purchased with CITY funds pursuant to this Agreement. Likewise, participation in this Agreement shall create no ownership for CITY relative to any DISTRICT equipment and/or DISTRICT real or personal property existing at the effective date of this Agreement or subsequently purchased with DISTRICT funds pursuant to this Agreement.

5.13 To avoid the possibility of conflicts of interest, the Fire Chief shall not at any time be involved in negotiating amendments, changes to terms, or addenda to this IGA. In addition, the Fire Chief shall not be partisan in the decision whether to renew or not renew this IGA.

5.14 The PARTIES recognize that the Fire Chief, designees, and command staff are employees of the CITY and that occasionally the work performed for the DISTRICT, such as amending this Agreement, may cause conflicts of interest. In such instances, each PARTY shall hire or appoint an individual who does not have a conflict to act as its representative.

6. TERMINATION

This Agreement may be terminated by either PARTY, for any reason, effective thirty (30) days from the giving of written notice to the other PARTY at the following addresses:

City of Flagstaff
Flagstaff Fire Department
Attn: Fire Chief
211 West Aspen Avenue
Flagstaff, AZ 86001

Summit Fire District
Attn: Fire Board Chair
8905 Koch Field Road
Flagstaff, AZ 86004

In the event of termination pursuant to this Section 6, the amount to be paid by the DISTRICT to the CITY shall be prorated based on the number of days remaining in the month when the termination becomes effective.

7. LIABILITY INSURANCE

DISTRICT shall maintain, during the life of this Agreement, a policy of liability insurance naming the CITY as an additional insured, in the minimum amount of $1,000,000.00 per occurrence with aggregate liability coverage of not less than $3,000,000.00. Such insurance shall provide coverage for the conduct and acts of the Fire Chief and CITY personnel acting within the scope of their authority under this Agreement. DISTRICT shall provide a carrier certificate and broad form endorsement that follows the indemnification and is acceptable to the CITY's Risk Manager.

8. INDEMNIFICATION

8.1 DISTRICT Indemnification of CITY: To the fullest extent permitted by law, DISTRICT shall indemnify, defend, and hold harmless the CITY, its members, directors, officers, employees, agents, attorneys, and assigns from and against any and all claims, losses, liability, costs, or expenses arising from the actual or alleged negligent, reckless, or intentional conduct of the DISTRICT, including the City Fire Chief, designees, or any other CITY personnel while acting in any capacity for or performing any work for the DISTRICT pursuant to this Agreement. This indemnification provision 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.

8.2 CITY Indemnification of DISTRICT: To the fullest extent permitted by law, CITY shall indemnify, defend, and hold harmless the DISTRICT, its members, directors, officers, employees, agents, attorneys, and assigns from and against any and all claims, losses, liability, costs, or expenses arising from the actual or alleged negligent, reckless, or intentional conduct of the CITY, unless such claims, losses, liability, costs, or expenses arise from the actions of the City Fire Chief, designees, or any other CITY personnel while acting in any capacity for or performing any work for the DISTRICT pursuant to this Agreement. This indemnification provision 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.

9. WORKERS' COMPENSATION COVERAGE

9.1 CITY shall be considered the primary employer of the Fire Chief, command staff, and

any other CITY personnel performing work pursuant to this Agreement and agrees to provide Workers' Compensation Insurance for CITY personnel in accordance with all applicable Federal and State laws.

9.2 DISTRICT shall be considered the primary employer of all DISTRICT employees and agrees to provide Workers' Compensation Insurance for its employees in accordance with all applicable Federal and State laws.

9.3 Each PARTY shall comply with the provisions of A.R.S. § 23-1022(E) by posting the required employee notice of Workers Compensation Insurance.

10. SEVERABILITY

If any provision of this Agreement shall be held to be unconstitutional, invalid, or unenforceable, it shall be deemed severable; however, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

11. 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, and the Genetic Information Nondiscrimination Act of 2008, and Arizona State Executive Order No. 2009-09.

12. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

13. COMPLIANCE WITH ALL LAWS

Each PARTY shall comply with all federal, state, and local laws, rules, and regulations.

14. EXECUTION PROCEDURE

This Agreement will be executed in counterparts by the governing body of each PARTY.

15. LEGAL ARIZONA WORKERS ACT COMPLIANCE

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"). 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 subcontractor employee working under the terms of the Agreement to ensure that the other PARTY is complying with the warranties regarding compliance with the state and federal immigration laws.

16. 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.

17. 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.

18. AUDIT OF RECORDS

Each PARTY, upon written request and at reasonable times, shall have the right to review, inspect, audit, and copy all books, accounts, reports, files, and all other records relating to the performance and/or costs associated with this Agreement.

19. PUBLIC RECORDS

All records created or kept in connection with this Agreement shall be subject to Arizona Public Records Laws, A.R.S. § 39-101 *et seq.* The PARTIES shall comply with the State's records retention schedules, as applicable, regarding all records associated with the performance of this Agreement.

20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Arizona.

21. COMPLIANCE WITH ALL LAWS

Each PARTY shall comply with all applicable federal, state, and local laws, rules, and regulations.

22. SIGNATURES

Each PARTY represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the PARTIES indicated.

City of Flagstaff

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

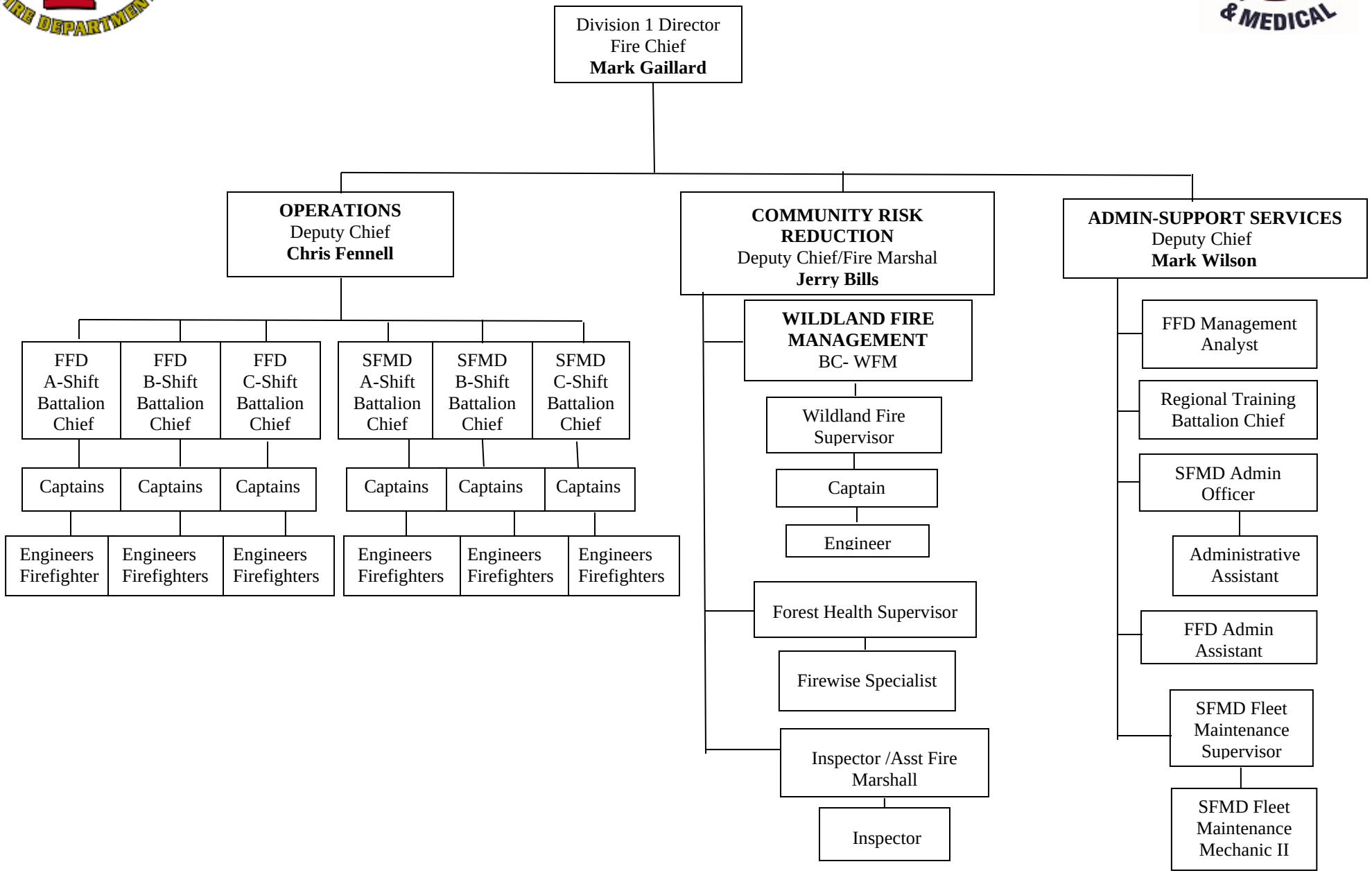
Summit Fire & Medical District

Board Chair

Approved as to form:

Deputy County Attorney

FLAGSTAFF FIRE DEPARTMENT / SUMMIT FIRE & MEDICAL DISTRICT
ORGANIZATION CHART – 2023



12. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Allison Hughes, Support Services Manager

Co-Submitter: Stacey Brechler-Knaggs

Date: 08/24/2023

Meeting Date: 08/28/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-43: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Coconino County and the City of Flagstaff for the Application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2023 Local Solicitation/ CFDA #16.738

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-43 by title only
2) City Clerk reads Resolution No. 2023-43 by title only (if approved above)
3) Adopt Resolution No. 2023-43

Executive Summary:

Approval of the IGA will enable the City of Flagstaff to pass through U.S. Department of Justice funding to the Coconino County Sheriff's Department for the purchase of less lethal Pepperball systems including launchers and associated munition and carrying gear, along with less lethal munition for their recently purchased 40mm gas launcher.

Financial Impact:

There is no significant financial impact to the City of Flagstaff in terms of expenditures. This grant is budgeted in FY 2023 in the amount of $30,185.00 account number 001-04-062-6101-2-4273.

Policy Impact:

Allows us to provide additional funding to assist Flagstaff Police Department in meeting the communities' expectations in regards to our community policing efforts.

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

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community: The Intergovernmental Agreement will allow the Flagstaff Police Department and the Coconino County Sheriff's Office to utilize the Fiscal Year 2023 Grant funds to prevent and control crime, administer justice and assist crime victims. This contributes to a Safe and Healthy Community by providing public safety services with resources, staff & training responsive to the communities needs.

Carbon Neutrality Plan

DD-2: These funds assist in providing public safety services with adequate resources and staff time ensuring that our neighborhoods are safe for community members to travel in.

Regional Plan

Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete and connected places.
Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
City funds will be used to supplement overtime for community policing and property crime interdiction initiatives. As our citizens request additional patrols or when we can identify an area that would benefit from additional police presence, these funds will be beneficial in assuring we can provide these necessary services.

Has There Been Previous Council Decision on This:

Yes - Council approved the previous Intergovernmental Agreement in order to benefit from the Fiscal Year 2022 JAG grant.

Options and Alternatives:

- Approve the Intergovernmental Agreement between the City and County.
- Not approve the IGA between the City and County.

Background/History:

The U.S Department of Justice, Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA), was created in 1984 to provide federal leadership in developing the nation's capacity to prevent and control crime, administer justice, and assist crime victims. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and spend funds where they are most needed. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported with the state.

Key Considerations:

The JAG formula program provides agencies with the flexibility to prioritize and place justice funds where they are needed most. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported with the state. The City has been certified as disparate and must submit a joint application for the aggregate of funds allocated. The JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. The disparate allocation occurs when the City is scheduled to received one and one half times more than the County, while the County bears more than 50% of the costs of prosecution of incarceration that arise for Part 1 violent crimes committed in the city. City funds will be used to supplement overtime for community policing and property crime interdiction initiatives. As our citizens request additional patrols or when we can identify an area that would benefit from additional police presence, these funds will be beneficial in assuring we can provide these necessary services. As part of the joint application process an IGA is required to be submitted to the funding agency indicating who will serve as applicant/fiscal agent for the joint funds. The IGA will authorize payment to the County in the amount of $9,055.50 for the JAG funds upon successful award.

Expanded Financial Considerations:

The Fiscal Year 2023 JAG funds have been requested in the amount of $30,185.00 of which the City will agree to the terms of the Intergovernmental Agreement and pass on the appropriate funds through the County. The County will request a total of $9,055.50 to be used to purchase less lethal Pepperball systems including launchers and associated munition and carrying gear, along with less lethal munition for their recently purchased 40mm gas launcher.

Community Benefits and Considerations:

The Intergovernmental Agreement will allow the Flagstaff Police Department and the Coconino County Sheriff's Office to utilize the Fiscal Year 2023 Grant funds to prevent and control crime, administer justice and assist crime victims. This contributes to a Safe and Healthy Community by providing public safety services with resources, staff & training responsive to the community's needs.

Community Involvement:

Inform the Council and public on the application of this grant and intended use of these funds.

Expanded Options and Alternatives:

1. Approve as recommended.
2. Disapprove the IGA with the County and potentially reduce the full funding to City and County.

Attachments: Res. 2023-43
Program Narrative
Budget Narrative
IGA JAG 2023

RESOLUTION NO. 2023-43

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2023 LOCAL SOLICITATION/ CFDA #16.738

RECITALS:

WHEREAS, this Agreement is made under the authority of Arizona Revised Statues Section 11-952 as a joint exercise of powers; and

WHEREAS, both parties are required to enter into this Intergovernmental Agreement as co-applicants of a grant under Edward Byrne Memorial Justice Assistance Grant Program and to designate a fiscal agent for purposes of administering grant funds; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this 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, which shall become effective upon the date first executed by both parties ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 28th day of August, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A – IGA

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2023 LOCAL SOLICITATION

PROGRAM NARRATIVE (Attachment 1)

The Employer Identification Number (EIN) on the SF-424 is the City of Flagstaff Municipal Government EIN. The Flagstaff Police Department has a vendor number that is 86-6000282, The City of Flagstaff's Unique Entity ID number is XMMUMPKTLVQ3, SAMS expiration date 04/20/2024. The Coconino County's DUNS number is 838150878, SAMS expiration date 11/15/2023.

Program Objectives

Flagstaff Police Department (FPD) –

City of Flagstaff, Flagstaff Police Department FPD is applying for $30,185.00 under the purpose of: LAW ENFORCEMENT PROGRAMS. The FPD portion of $21,129.50 will fund approximately 247 person-hours of discretionary overtime for officers. As the economy continues to struggle, budget cuts and economic crisis increase the likelihood of crimes therefore the financial impact of these funds cannot be minimized. We will be hard-pressed to meet minimum manning levels and respond to emergencies without going over budget on overtime, even without staffing the extra programs that the community has come to expect.

Coconino County Sheriff's Office (CCSO) –

CCSO is applying for $9,055.50 under the purpose of: LAW ENFORCEMENT PROGRAMS. The designated Coconino County funds will be utilized to purchase equipment needed to outfit our deputies with less-lethal equipment. In specific, CCSO will purchase Pepperball systems including launchers and associated munition and carrying gear, along with munition for our recently purchased 40mm launcher. The equipment is essential for Sheriff's deputies to successfully accomplish the goals and objectives of this grant program. The Coconino County Sheriff's Office is seeing increased violent crime in our rural county. Sheriff's deputies patrol rural communities alone with backup sometimes hours away. Most of our county is made up of geographically rugged terrain and rural communities. Having our deputies outfitted with less-lethal equipment can decrease fatal responses and shorten resolution time, freeing up much needed resources and reducing operational risk.

Organization Capabilities/Competencies

FPD - We know our strategies work – in calendar year 2022 alone, we were able to focus on Part One crimes, Property crimes and work toward the reduction of DWI-related collisions. The department's effective and consistent application of the methods and principles of CompStat and Community Policing have improved the safety and quality of life for the citizens of Flagstaff.

The City of Flagstaff Grants Management Team (GMT) is composed of the Grants and Contracts Manager, Grants Specialist, Financial Officer/Accountant, and the Project Representative. This team approach has assured the city's success in grant compliance from application to closeout. The GMT ensures all terms and conditions of the grant agreement are followed, provides oversight and monitoring for necessary financial and performance reports, monitors contract performance, and ensures all evaluation, audit and closeout procedures are met.

The City of Flagstaff has a full-time Grants and Contracts Manager position which involves researching, monitoring, and applying for available municipal-related grants, monitoring, implementing, evaluating, and assuring the compliance of terms and conditions, and in general, is the central coordinator for all grants; which may involve internal auditing and internal accountability for proper grant compliance. The Grants Specialist position provides support to the Grant and Contracts Manager in these functions. The Accountants assigned to the grants have a high level of technical expertise in governmental budgeting and accounting. In addition, the Project Representatives have extensive knowledge in the targeted areas in which they are seeking funds and are responsible for administering the programs.

The City receives numerous federal grants, which are audited yearly by an Independent Auditor on compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB 2 CFR Part 200. The Single Audit Report, Schedule of Expenditures of Federal Awards for the past five years, have reflected no audit findings.

The Coconino County Sheriff's Office is highly capable of implementing this project. Key players have been identified to oversee this project. We have a full-time Grants Manager that will monitor, evaluate, and assure the compliance of terms and conditions along with coordinating the implementation and reporting of the project. We have armory staff that will provide required inventory, maintenance, repair, and documentation of the equipment.

Program Activities - Design and Implementation

FPD – When not actively responding to citizen-initiated calls for service, officers will use these funds to conduct proactive enforcement and education in neighborhoods and business areas to reduce crime and improve quality of life. These funds will pay for 247 hours of officer overtime, which will help preserve jobs and be a huge economic benefit to staff. Adding so many hours of "feet-on-the-street" for these community policing, Neighborhood Block Watch and CompStat initiatives will greatly enhance all our efforts toward our public safety mission.

Community Policing programs provide positive community relationships and excellent customer service to the community. Programs included in community policing include the following:

Neighborhood Block Watch: Neighborhood Block Watch meetings serve as a forum for officers to reach the public. Officers attend community support meetings bi-monthly to identify community concerns and crime patterns and make community policing contacts in the form of educational presentations and clean-up projects. In addition to sharing of information, officers develop problem-solving strategies which result in special enforcement projects, and surveillances details.

CompStat is a multifaceted, dynamic approach to crime reduction. Data is collected, disseminated and analyzed on a regular basis so that effective strategies and tactics can be developed to prevent or solve crimes. Using these strategies, department personnel and resources are rapidly deployed. CompStat is a valuable tool for the Flagstaff Police Department and effectively reduces crime and protects property.

CCSO will enter into a Memorandum of Understanding (MOU)/Intergovernmental Agreement with the City of Flagstaff. Once this document has been fully executed, we will follow the County's established best practices procurement methods to purchase the equipment. The armory staff will inventory the equipment, assign to deputies, and provide training.

Project Plan - Impact/Outcomes, Evaluation, and Sustainment

FPD - In line with our community policing philosophy, field personnel use problem-solving methods to address crime, fear of crime and quality of life issues. In addition to sharing information, officers develop problem-solving strategies which resulted in numerous special enforcement projects, surveillances, and assisting nearby agencies with local projects. Many of these activities are a direct result of increased criminal activities in a specific location or neighborhood and the citizen complaints or concerns over these activities. Our various “Safe” programs - Safe Streets, Safe Nights, and Safe Neighborhoods - are examples of programs that have been welcomed by our citizens and merchants. The law-abiding citizens of our community deserve and expect our streets and neighborhoods to be places where they feel safe. The numerous letters, comments and accolades we receive from citizens reinforce the need for these beneficial programs.

Officers apply CompStat process to address citizens concerns of criminal activity, fear of crime and public intoxication in high crime areas. Specific initiatives, directed patrol efforts, and undercover surveillance have proved extremely effective. Officers also worked closely with community members to improve the environmental design and security of high traffic/high crime locations.

CCSO- Utilizing less-lethal systems offers the protection and power law enforcement need to keep themselves and the community safe without taking unnecessary risks. A new study suggests that less-lethal weapons decrease rates of officer and offender injuries. These new technologies offer the promise of more effective control over resistive suspects with fewer serious injuries.

Once purchased, equipment will be inventoried, policies and standard operating procedures will be updated, deputies will complete thorough training, and equipment will be issued. Armory staff will be responsible for the routine maintenance of the equipment.

Command staff review regular crime statistics to make informed decisions of crime patterns, hot spots, and gauge effectiveness of solutions implemented, through the philosophy of Community Policing. Through these reviews, Command Staff will evaluate this program and its effectiveness.

The Sheriff’s Office is utilizing multiple revenues and grant funding to continue increasing our less-lethal equipment to outfit all deputies.

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2023 LOCAL SOLICITATION

BUDGET NARRATIVE (Attachment 2)

The total **$30,185.00** JAG funds will be divided between the disparate City of Flagstaff ($21,129.50), Flagstaff Police Department (FPD) and Coconino County Sheriff's Office (CCSO) ($9,055.50). The City share is slated for use as discretionary overtime for our Officers to carry out Community Policing programs and CompStat initiatives.

CITY OF FLAGSTAFF –
A. Personnel

Overtime Cost	Approx. Hrs.	Approx. Hourly Wage (includes ERE)	Total
Police Officer	247	$ 66.00	$ 16,302.00
Overtime Cost	247	$ 19.40 Fringe	$ 4,791.80

Fringe Benefits – Fringe benefits are for the personnel listed in budget category B and only for the percentage of time devoted to the project. The fringe benefits on overtime hours are only for FICA; Workman's Compensation, Arizona Public Safety Personnel Retirement employer's contribution, and Long-Term Disability benefit. The percentages shown for these items on the Budget Detail Worksheet are the City of Flagstaff's burden rates for police officers' overtime hours.

COCONINO COUNTY SHERIFFS OFFICE -

G. Subawards / Subrecipient

CCSO is applying for $9,055.50 under the purpose of: LAW ENFORCEMENT PROGRAMS. The designated Coconino County funds will be utilized to purchase less-lethal equipment needed to outfit our deputies. In specific, CCSO will purchase PepperBall launchers, projectile munition, accessories (i.e. speed loaders, carriers, slings, etc.), and 40mm launcher munition (i.e. react rounds, training kit, steele body DD, DD fuses, smoke grenades, adapters, etc.).

The equipment is essential for Sheriff's deputies to successfully accomplish the goals and objectives of this grant program. The Coconino County Sheriff's Office is seeing increased violent crime in our rural county. Sheriff's deputies patrol rural communities alone with backup sometimes hours away. Using less-lethal equipment allows officers to gain control of a suspect without having to go hands on immediately and can incapacitate a person without causing fatal injuries.

GMS APPLICATION NUMBER: 2023-JAG

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF, AZ AND COUNTY OF COCONINO, AZ

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2023 LOCAL SOLICITATION / CFDA #16.738

This Agreement is made and entered into this 1st day of August, 2023, by and between COCONINO COUNTY, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of FLAGSTAFF, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Coconino County, State of Arizona:

WHEREAS, this Agreement is made under the authority of Arizona Revised Statues Section 11-952 as a joint exercise of powers; and,

WHEREAS, both parties are required to enter into this Intergovernmental Agreement as co-applicants of a grant under Edward Byrne Memorial Justice Assistance Grant Program and to designate a fiscal agent for purposes of administering grant funds; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to serve as fiscal agent for purposes of accepting the JAG program grant award and to pay COUNTY a total of $9,055.50 of JAG funds.

Section 2.

COUNTY agrees to use $9,055.50 for the purposes outlined in the FY 2023 JAG Program award period of October 1, 2022 through September 30, 2026.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against either party other than claims for which liability may be imposed by the Federal Tort Claims Act. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. Neither party agrees to indemnify or hold harmless the other party.

Section 5.

Notwithstanding any other provision contained herein, this Agreement may be terminated if either party does not receive sufficient grant funds to carry out their purposes under the JAG program. Each party agrees to appropriate funds to continue its effort to apply for funding from the JAG program. If JAG funds are not awarded, the obligations of the parties shall terminate.

Section 6.

Before this Agreement can become effective and binding on either party, it must be approved by the respective governing bodies and the legal counsel of each party.

Section 7.

This Agreement shall remain in effect for the period of October 1, 2022, through September 30, 2026

Section 8.

The County and the City, as co-applicants, agree to comply with the and Mandatory Award Terms and Conditions, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, and Standard Assurances provisions attached as Exhibit A to this Agreement.

Section 9.

This Agreement may be cancelled pursuant to Arizona Revised Statutes Section 38-511.

Approved by Resolution of the respective governing bodies hereto:

Dated:_____ Dated: 8/1/2023

CITY OF FLAGSTAFF, AZ

_____
Becky Daggett, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND PROPER AUTHORITY:

_____
City Attorney

COUNTY OF COCONINO, AZ

_____
Patrice Horstman, Chairwoman

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM AND PROPER AUTHORITY:

_____
Deputy County Attorney

EXHIBIT A

"General Conditions" for OJP Awards in FY 2023

Requirements of the award; incorporation by reference; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding

agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant award modification (GAM) to eliminate any inappropriate duplication of funding.

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/SAM/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or or operate in his or her name).

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be

notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.everify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food

and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28

C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2023)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY23AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Compliance with restrictions on the use of federal funds - prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment list."

The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds: Prohibited and Controlled Equipment under OJP awards), and are incorporated by reference here.

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by

facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting

waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any

status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

12. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jennifer Caputo, Human Resources Manager

Co-Submitter: Randy Tracy

Date: 08/24/2023

Meeting Date: 08/28/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-45: A resolution of the Flagstaff City Council, adopting the Public Safety Personnel Retirement System 457(b) Deferred Compensation Program.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2023-45 by title only
2. City Clerk reads Resolution No. 2023-45 by title only (if approved above)
3. Adopt Resolution No. 2023-45

Executive Summary:

This plan was adopted by Council in May of 2022 for ASRS members as required by law. This amendment extends the plan to PSPRS employees. Council is required to adopt this supplemental employee deferred plan via resolution per State Statutes. Arizona State Revised Statutes 9-500 requires city and towns to adopt all deferred compensation plans for their employees via resolution or ordinance.

Financial Impact:

None.

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance

- Become an employer of choice and provide employees with the necessary tools, training, and support

Has There Been Previous Council Decision on This:

In May 2022, City Council adopted Resolution 2022-19 confirming adoption of the Arizona State Retirement System Supplemental Salary Deferral Plan.

In January 2006, City Council adopted Resolution 2006-05 confirming adoption of the City's 457 Deferred Compensation Plan with our current providers, VOYA and ICMA.

Options and Alternatives:

- Approved resolution as recommended
- Do not adopt the resolution

Background/History:

In 1983, the City adopted a 457 Deferred Compensation Plan pursuant to Section 457 of the Internal Revenue Code. The purpose of these plans is to attract and retain employees by permitting them to enter into agreements with the City which will provide for the payment of deferred compensation on retirement or separation from service as well as death benefits in the event of death before or after separation.

The City currently offers 457 deferred compensation plan with VOYA and ICMA. A third option was added in May of 2022 with Nationwide through ASRS for those employees that meet the eligibility requirements. This resolution will extend the Nationwide plan to PSPRS employees.

Attachments: Res. 2023-45
Plan Document

RESOLUTION NO. 2023-45

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM SUPPLEMENTAL SALARY DEFERRAL PLAN

RECITALS:

WHEREAS, the City of Flagstaff has employees rendering valuable services; and

WHEREAS, a deferred compensation plan for such employees serves the interests of the City of Flagstaff by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City of Flagstaff desires to establish a supplemental salary deferral plan for all employees who participate in the Public Safety Personnel Retirement System (PSPRS).

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The City of Flagstaff hereby adopts a Supplemental Salary Deferral Plan (hereinafter designated SSDP) established pursuant to Section 38-876, Arizona Revised Statutes, for employees who participate in the Public Safety Personnel Retirement System (PSPRS) and are eligible for participation in the SSDP.

SECTION 2. The Human Resources and Risk Management Director is designated as the Authorized Agent of the Political Subdivision and is authorized and directed as the representative of the Political Subdivision to conduct all negotiations, conclude all arrangements and sign all agreements and modifications of agreements which may be necessary to carry out the intent of the Agreement in conformity with all applicable federal and state laws, rules and regulations.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 28th day of August, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

PSPRS
457(B) DEFERRED COMPENSATION PLAN

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ARTICLE I
DEFINITIONS

1.01 **"Account"** means the separate Account(s) which the Plan Administrator or the Trustee maintains under the Plan for a Participant's Deferred Compensation. The Plan Administrator or Trustee may establish separate Accounts for multiple Beneficiaries of a Participant to facilitate required minimum distributions under Section 4.03 based on each Beneficiary's life expectancy.

1.02 **"Accounting Date"** means the last day of the Plan Year. The Plan Administrator will allocate Employer contributions and forfeitures for a particular Plan Year as of the Accounting Date of that Plan Year, and on such other dates, if any, as the Plan Administrator determines, consistent with the Plan's allocation conditions and other provisions.

1.03 **"Beneficiary"** means a person who the Plan or a Participant designates and who is or may become entitled to a Participant's Account upon the Participant's death. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Plan Administrator or Trustee has fully distributed to the Beneficiary his or her Plan benefit. A Beneficiary's right to (and the Plan Administrator's or a Trustee's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.04 **"Code"** means the Internal Revenue Code of 1986, as amended.

1.05 **"Compensation"**

(A) Uses and Context. Any reference in the Plan to Compensation is a reference to the definition in this Section 1.05, unless the Plan reference, or the Employer in the Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306. In the case of an Independent Contractor, Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect to allocate contributions based on a Compensation within specified 12 month period which ends within a Plan Year.

(B) Base Definitions and Modifications. The Employer in the Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in the Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article III. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

(1) W-2 Wages. W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051, and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(2) Code §3401(a) Wages (income tax wage withholding). Code §3401(a) Wages means wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(3) Code §415 Compensation (current income definition/simplified compensation under Treas. Reg. §1.415(c)-2(d)(2)). Code §415 Compensation means the Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

(a) Deferred compensation/SEP/SIMPLE. Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a simple retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.

(b) Option exercise. Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.

(c) Sale of option stock. Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).

(d) Other amounts that receive special tax benefits. Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).

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(e) Other similar items. Other items of remuneration which are similar to any of the items in Sections 1.11(B)(3)(a) through (d).

(4) Alternative (general) 415 Compensation. Under this definition, Compensation means as defined in Section 1.05(B)(3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the an Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) Deemed 125 Compensation. Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a Code §125 plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage.

(D) Modification to Compensation. The Employer must specify in the Adoption Agreement the Compensation the Plan Administrator is to take into account in allocating Deferral Contributions to a Participant's Account. For all Plan Years other than the Plan Year in which the Employee first becomes a Participant, the Plan Administrator will take into account only the Compensation determined for the portion of the Plan Year in which the Employee actually is a Participant.

(E) Elective Contributions. Compensation under Section 1.05 includes Elective Contributions unless the Employer in the Adoption Agreement elects to exclude Elective Contributions. "Elective Contributions" are amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457 plan.

(F) Post-Severance Compensation. Compensation includes Post-Severance Compensation to the extent the Employer elects in the Adoption Agreement or as the Plan otherwise provides. Post-Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section 1.05(F). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section 1.05(F)(1), and may also include salary continuation for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section 1.05(F) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to Severance from Employment.

(1) Timing. Post-Severance Compensation includes regular pay, leave cashouts, or deferred compensation only to the extent the Employer pays such amounts by the later of 2 1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

(a) Regular pay. Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(b) Leave cash-outs. Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's Severance from Employment.

(c) Deferred compensation. As used in this Section 1.05(F), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the Deferred Compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(2) Salary continuation for disabled Participants. Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)).

(G) Differential Wage Payments. An individual receiving a Differential Wage Payment, as defined by Code §3401(h)(2), shall be treated as an employee of the employer making the payment and the Differential Wage Payment shall be treated as compensation for purposes of Code §457(b) and any other Internal Revenue Code section that references the definition of compensation under Code §415, including the definition of Includible Compensation as provided in Section 1.15.

1.06 **"Deferral Contributions"** means as the Employer elects on the Adoption Agreement, Salary Reduction Contributions, Nonelective Contributions and Matching Contributions. The Plan Administrator in applying the Code §457(b) limit will take into account Deferral Contributions in the Taxable Year in which deferred, or if later, in the Taxable Year in which the Deferral Contributions are no longer subject to a Substantial Risk of Forfeiture. The Plan Administrator in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions unless the Deferral Contributions are subject to a Substantial Risk of Forfeiture. If a Deferral Contribution is subject to a Substantial Risk of Forfeiture, the Plan Administrator takes into the Deferral Contribution as adjusted

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for allocable net income, gain or loss in the Taxable Year in which the Substantial Risk of Forfeiture lapses.

1.07 **"Deferred Compensation"** means as to a Participant the amount of Deferral Contributions, Rollover Contributions and Transfers adjusted for allocable net income, gain or loss, in the Participant's Account.

1.08 **"Effective Date"** of this Plan is the date the Employer specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect special effective dates for Plan provisions the Employer specifies provided any such date(s) are permitted by the Code, by Treasury regulations, or by other applicable guidance.

1.09 **"Elective Deferrals"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-Tax Elective Deferrals and Roth Elective Deferrals.

1.10 **"Employee"** means an individual who provides services for the Employer, as a common law employee of the Employer. The Employer in the Adoption Agreement must elect or specify any Employee, or class of Employees, not eligible to participate in the Plan (an "Excluded Employee"). See Section 1.16 regarding potential treatment of an Independent Contractor as an Employee.

1.11 **"Employer"** means the entity specified in the Adoption Agreement, any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating Employer.

1.12 **"Employer Contribution"** means Nonelective Contributions or Matching Contributions.

1.13 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

1.14 **"Excess Deferrals"** means Deferral Contributions to a Governmental Eligible 457 Plan or to a Tax-Exempt Organization Eligible 457 Plan for a Participant that exceed the Taxable Year maximum limitation of Code §§457(b) and (e)(18).

1.15 **"Includible Compensation"** means, for the Employee's Taxable Year, the Employee's total Compensation within the meaning of Code §415(c)(3) paid to an Employee for services rendered to the Employer. Includible Compensation includes Deferral Contributions under the Plan, compensation deferred under any other plan described in Code §457, and any amount excludible from the Employee's gross income under Code §§401(k), 403(b), 125 or 132(f)(4) or any other amount excludible from the Employee's gross income for Federal income tax purposes. The Employer will determine Includible Compensation without regard to community property laws.

1.16 **"Independent Contractor"** means any individual who performs service for the Employer and who the Employer does not treat as an Employee or a Leased Employee. The Employer in the Adoption Agreement may elect to permit Independent Contractors to participate in the Plan. To the extent that the Employer permits Independent Contractor participation, references to Employee in the Plan include Independent Contractors and Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement.

1.17 **"Leased Employee"** means an Employee within the meaning of Code §414(n).

1.18 **"Matching Contribution"** means an Employer fixed or discretionary contribution made or forfeiture allocated on account of Salary Reduction Contributions.

1.19 **"Nonelective Contribution"** means an Employer fixed or discretionary contribution not made as a result of a Salary Reduction Agreement and which is not a Matching Contribution.

1.20 **"Normal Retirement Age"** means the age the Employer specifies in the Adoption Agreement consistent with Section 3.05(B).

1.21 **"Participant"** is an Employee other than an Excluded Employee who becomes a Participant in accordance with the provisions of Section 2.01.

1.22 **"Plan"** means the 457 plan established or continued by the Employer in the form of this basic Plan and (if applicable) Trust Agreement, including the Adoption Agreement. The Employer in the Adoption Agreement must designate the name of the Plan. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.23 **"Plan Administrator"** is the Employer unless the Employer designates another person to hold the position of Plan Administrator. The Plan Administrator may be a Participant.

1.24 **"Plan Entry Date"** means the dates the Employer elects in Adoption Agreement.

1.25 **"Plan Year"** means the consecutive 12-month period the Employer elects in the Adoption Agreement.

1.26 **"Pre-Tax Elective Deferrals"** means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

1.27 **"Rollover Contribution"** means the amount of cash or property which an eligible retirement plan described in Code §402(c)(8)(B) distributes to an eligible Employee or to a Participant in an eligible rollover distribution under Code §402(c)(4) and which the eligible Employee or Participant transfers directly or indirectly to a Governmental Eligible 457 Plan. A Rollover Contribution includes net income, gain or loss attributable to the Rollover Contribution. A Rollover Contribution excludes after-tax Employee contributions, as adjusted for net income, gain or loss.

1.28 **"Roth Elective Deferrals"** means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

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1.29 **"Salary Reduction Agreement"** means a written agreement between a Participant and the Employer, by which the Employer reduces the Participant's Compensation for Compensation not available as of the date of the election and contributes the amount as a Salary Reduction Contribution to the Participant's Account.

1.30 **"Salary Reduction Contribution"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement.

1.31 **"Service"** means any period of time the Employee is in the employ of the Employer. In the case of an Independent Contractor, Service means any period of time the Independent Contractor performs services for the Employer on an independent contractor basis. An Employee or Independent Contractor terminates Service upon incurring a Severance from Employment.

(A) Qualified Military Service. Service includes any qualified military service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may elect to make additional Salary Reduction Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the Deferral Contributions, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Employer shall make appropriate make-up Nonelective Contributions and Matching Contributions for such a Participant as required under Code §414(u). The Plan shall apply limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

(B) "Continuous Service" as the Adoption Agreement describes means Service with the Employer during which the Employee does not incur a Severance from Employment.

(C) "Severance from Employment."

(1) Employee. An Employee has a Severance from Employment when the Employee ceases to be an Employee of the Employer. A Participant does not incur a Severance from Employment if, in connection with a change in employment, the Participant's new employer continues or assumes sponsorship of the Plan or accepts a Transfer of Plan assets as to the Participant.

(2) Independent Contractor. An Independent Contractor has a Severance from Employment when the contract(s) under which the Independent Contractor performs services for the Employer expires (or otherwise terminates), unless the Employer anticipates a renewal of the contractual relationship or the Independent Contractor becoming an Employee. The Employer anticipates renewal if it intends to contract for the services provided under the expired contract and neither the Employer nor the Independent Contractor has eliminated the Independent Contractor as a potential provider of such services under the new contract. Further, the Employer intends to contract for services conditioned only upon the Employer's need for the services provided under the expired contract or the Employer's availability of funds. Notwithstanding the preceding provisions of this Section 1.31, the Plan Administrator will consider an Independent Contractor to have incurred a Severance from Employment: (a) if the Plan Administrator or Trustee will not pay any Deferred Compensation to an Independent Contractor who is a Participant before a date which is at least twelve months after the expiration of the Independent Contractor's contract (or the last to expire of such contracts) to render Services to the Employer; and (b) if before the applicable twelve-month payment date, the Independent Contractor performs Service as an Independent Contractor or as an Employee, the Plan Administrator or Trustee will not pay to the Independent Contractor his or her Deferred Compensation on the applicable date.

(3) Deemed Severance. Notwithstanding Section 1.05(F), if the Employer elects in the Adoption Agreement, then if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then no Deferral Contributions may be made for the Participant during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision, then the other Plan provision will control and the 6-month suspension will not apply.

1.32 **"State"** means (a) one of the 50 states of the United States or the District of Columbia, or (b) a political subdivision of a State, or any agency or instrumentality of a State or its political subdivision. A State does not include the federal government or any agency or instrumentality thereof.

1.33 **"Substantial Risk of Forfeiture"** exists if the Plan expressly conditions a Participant's right to Deferred Compensation upon the Participant's future performance of substantial Service for the Employer.

1.34 **"Tax-Exempt Organization"** means any tax-exempt organization other than a governmental unit or a church or qualified church-controlled organization within the meaning of Code §3121(w)(3).

1.35 **"Taxable Year"** means the calendar year or other taxable year of a Participant.

1.36 **"Transfer"** means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 9.03.

1.37 **"Trust"** means the Trust created under the adopting Employer's Plan. A Trust required under a Governmental Eligible 457 Plan is subject to Article VIII. Any Trust under a Tax-Exempt Organization Eligible 457 Plan is subject to Section 5.09.

1.38 **"Trustee"** means the person or persons who as Trustee execute the Employer's Adoption Agreement, or any successor in office who in writing accepts the position of Trustee.

1.39 **Type of 457 Plan.** This Plan is an Eligible 457 Plan, which is a plan which satisfies the requirements of Code §457(b) and Treas. Reg. §§1.457-3 through -10. The Employer in the Adoption Agreement must specify whether the plan is either a

Governmental Eligible 457 Plan or a Tax-Exempt Organization Eligible 457 Plan, as defined below:

(A) "Governmental Eligible 457 Plan" means an Eligible 457 Plan established by a State.

(B) "Tax-Exempt Organization Eligible 457 Plan" means an Eligible 457 Plan established by a Tax-Exempt Organization.

1.40 **"Vested"** means a Participant's Deferral Contributions that are not subject to a Substantial Risk of Forfeiture, including a vesting schedule.

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ARTICLE II
ELIGIBILITY AND PARTICIPATION

2.01 ELIGIBILITY. Each Employee who is not an Excluded Employee becomes a Participant in the Plan in accordance with the eligibility conditions and as of the Plan Entry Date the Employer elects in the Adoption Agreement. If this Plan is a restated Plan, each Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan, irrespective of whether he/she satisfies the eligibility conditions in the restated Plan, unless the Employer indicates otherwise in the Adoption Agreement.

2.02 PARTICIPATION UPON RE-EMPLOYMENT. A Participant who incurs a Severance from Employment will re-enter the Plan as a Participant on the date of his or her re-employment. An Employee who satisfies the Plan's eligibility conditions but who incurs a Severance from Employment prior to becoming a Participant will become a Participant on the later of the Plan Entry Date on which he/she would have entered the Plan had he/she not incurred a Severance from Employment or the date of his or her re-employment. Any Employee who incurs a Severance from Employment prior to satisfying the Plan's eligibility conditions becomes a Participant in accordance with the Adoption Agreement.

2.03 CHANGE IN EMPLOYMENT STATUS. If a Participant has not incurred a Severance from Employment but ceases to be eligible to participate in the Plan, by reason of becoming an Excluded Employee, the Plan Administrator must treat the Participant as an Excluded Employee during the period such a Participant is subject to the Adoption Agreement exclusion. The Plan Administrator determines a Participant's sharing in the allocation of Employer Contributions by disregarding his or her Compensation paid by the Employer for services rendered in his or her capacity as an Excluded Employee. However, during such period of exclusion, the Participant, without regard to employment classification, continues to share fully in Plan income allocations under Section 5.07 and to accrue vesting service if applicable.

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ARTICLE III
DEFERRAL CONTRIBUTIONS/LIMITATIONS

3.01 AMOUNT.

(A) Contribution Formula. For each Plan Year, or other period the Employer specifies in the Adoption Agreement, the Employer will contribute to the Plan the type and amount of Deferral Contributions the Employer elects in the Adoption Agreement.

(B) Return of Contributions. The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. If the Plan has a Trust, the Trustee, upon written request from the Employer, must return to the Employer the amount of the Employer's contribution (adjusted for net income, gain or loss) made by the Employer on account of a mistake of fact. The Trustee will not return any portion of the Employer's contribution under the provisions of this paragraph more than one year after the Employer made the contribution on account of a mistake of fact. In addition, if any Participant Salary Reduction Contribution is due to a mistake of fact, the Employer or the Trustee upon written request from the Employer shall return the Participant's contribution (adjusted for net income, gain or loss), within one year after payment of the contribution.

The Trustee will not increase the amount of the Employer contribution returnable under this Section 3.01 for any earnings attributable to the contribution, but the Trustee will decrease the Employer contribution returnable for any losses attributable to it. The Trustee may require the Employer to furnish it whatever evidence the Trustee deems necessary to enable the Trustee to confirm the amount the Employer has requested be returned is properly returnable.

(C) Time of Payment of Contribution. If the Plan has a Trust, the Employer may pay its contributions for each Plan Year to the Trust in one or more installments and at such time(s) as the Employer determines, without interest. A Governmental Employer shall deposit Salary Reduction Contributions to the Trust within a period that is not longer than is reasonable for the administration of Participant Accounts.

3.02 SALARY REDUCTION CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Salary Reduction Contributions, and also the Plan limitations, if any, which apply to Salary Reduction Contributions. Unless the Employer elects otherwise in the Adoption Agreement, all such limitations apply on a payroll basis.

(A) Deferral from Sick, Vacation and Back Pay. The Employer in the Adoption Agreement must elect whether to permit Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

(B) Automatic Enrollment. The Employer in the Adoption Agreement may provide for automatic Salary Reduction Contributions of a specified amount, subject to giving notice to affected Participants of the automatic election and of their right to make a contrary election.

A Governmental Employer under an Eligible 457 Plan may elect to provide an Eligible Automatic Contribution Arrangement ("EACA"). If the Employer elects to provide an EACA, the Employer will amend the Plan to add necessary language.

(C) Application to Leave of Absence and Disability. Unless a Participant in his or her Salary Reduction Agreement elects otherwise, the Participant's Salary Reduction Agreement shall continue to apply during the Participant's leave of absence or the Participant's disability (as the Plan Administrator shall establish), if the Participant has Compensation other than imputed compensation or disability benefits.

(D) Post-severance deferrals limited to Post-Severance Compensation. Deferrals are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation.

3.03 MATCHING CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Matching Contributions and, if so, the type(s) of Matching Contributions, the time period applicable to any Matching Contribution formula, and as applicable, the amount of Matching Contributions and the Plan limitations, if any, which apply to Matching Contributions. Any Matching Contributions apply to age 50 catch-up contributions, if any, and to any Normal Retirement Age catch-up contributions unless the Employer elects otherwise in the Adoption Agreement.

3.04 NORMAL LIMITATION. Except as provided in Sections 3.05 and 3.06, a Participant's maximum Deferral Contributions (excluding Rollover Contributions and Transfers) under this Plan for a Taxable Year may not exceed the lesser of:

(a) The applicable dollar amount as specified under Code §457(e)(15) (or such larger amount as the Commissioner of the Internal Revenue may prescribe), or

(b) 100% of the Participant's Includible Compensation for the Taxable Year.

3.05 NORMAL RETIREMENT AGE CATCH-UP CONTRIBUTION. If selected in the Adoption Agreement, a Participant may elect to make this catch-up election. For one or more of the Participant's last three Taxable Years ending before the Taxable Year in which the Participant attains Normal Retirement Age, the Participant's maximum Deferral Contributions may not exceed the lesser of:

(a) Twice the dollar amount under Section 3.04(a) Normal Limitation, or (b) the underutilized limitation.

(A) Underutilized Limitation. A Participant's underutilized limitation is equal to the sum of: (i) the normal limitation for the Taxable Year, and (ii) the normal limitation for each of the prior Taxable Years of the Participant commencing after 1978 during which the Participant was eligible to participate in the Plan and the Participant's Deferral Contributions were subject to the Normal Limitation or any other Code §457(b) limit, *less* the amount of Deferral Contributions for each such prior Taxable Year, excluding age 50 catch-up contributions.

(B) Normal Retirement Age. Normal Retirement Age is the age the Employer specifies in the Adoption Agreement provided that the age may not be: (i) earlier than the earliest of age 65 or the age at which Participants have the right to retire and receive under the Employer's defined benefit plan (or money purchase plan if the Participant is not eligible to participate in a defined benefit plan) immediate retirement benefits without actuarial or other reduction because of retirement before a later specified age; or (ii) later than age 70 1/2.

(1) Participant Designation. The Employer in the Adoption Agreement may permit a Participant to designate his or her Normal Retirement Age as any age including or between the foregoing ages.

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(2) Multiple 457 Plans. If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

(3) Police and Firefighters. In a Governmental Eligible 457 Plan with qualified police or firefighter Participants within the meaning of Code §415(b)(2)(H)(ii)(I), the Employer in the Adoption Agreement may elect (or permit the qualified Participants to elect) a Normal Retirement Age as early as age 40 and as late as age 70 1/2.

(C) Pre-2002 Coordination. In determining a Participant's underutilized limitation, the Plan Administrator, in accordance with Treas. Reg. §1.457-4(c)(3)(iv), must apply the coordination rule in effect under now repealed Code §457(c)(2). The Plan Administrator also must determine the Normal Limitation for pre-2002 Taxable Years in accordance with Code §457(b)(2) as then in effect.

3.06 AGE 50 CATCH-UP CONTRIBUTION. An Employer sponsoring a Governmental Eligible 457 Plan must specify in the Adoption Agreement whether the Participants are eligible to make age 50 catch-up contributions.

If an Employer elects to permit age 50 catch-up contributions, all Employees who are eligible to make Salary Reduction Contributions under this Plan and who have attained age 50 before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code §414(v). Such catch-up contributions are not taken into account for purposes of the provisions of the Plan implementing the required limitations of Code §457. If, for a Taxable Year, an Employee makes a catch-up contribution under Section 3.05, the Employee is not eligible to make age 50 catch-up contributions under this Section 3.06. A catch-up eligible Participant in each Taxable Year is entitled to the greater of the amount determined under Section 3.05 or Section 3.06 Catch-Up Amount plus the Section 3.04 Normal Limitation.

3.07 CONTRIBUTION ALLOCATION. The Plan Administrator will allocate to each Participant's Account his or her Deferral Contributions. The Employer will allocate Employer Nonelective and Matching Contributions to the Account of each Participant who satisfies the allocation conditions in the Adoption Agreement in the following manner:

(a) Fixed match. To the extent the Employer makes Matching Contributions under a fixed Adoption Agreement formula, the Plan Administrator will allocate the Matching Contribution to the Account of the Participant on whose behalf the Employer makes that contribution. A fixed Matching Contribution formula is a formula under which the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Salary Reduction Contributions.

(b) Discretionary match. To the extent the Employer makes Matching Contributions under a discretionary Adoption Agreement formula, the Plan Administrator will allocate the Matching Contributions to a Participant's Account in the same proportion that each Participant's Salary Reduction Contributions taken into account under the formula bear to the total Salary Reduction Contributions of all Participants.

(c) Tiered match. If the Matching Contribution formula is a tiered formula, the Plan Administrator will allocate separately the Matching Contributions with respect to each tier of Salary Reduction Contributions, in accordance with the tiered formula.

(d) Discretionary nonelective. The Plan Administrator will allocate discretionary Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(e) Fixed nonelective. The Plan Administrator will allocate fixed Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(f) Other nonelective. The Plan Administrator will allocate Nonelective Contributions for a Plan Year as specified in the Adoption Agreement.

3.08 ALLOCATION CONDITIONS. The Plan Administrator will determine the allocation conditions applicable to Nonelective Contributions or to Matching Contributions (or to both) in accordance with the Employer's elections in the Adoption Agreement. The Plan Administrator will not allocate to a Participant any portion of an Employer Contribution (or forfeiture if applicable) for a Plan Year or applicable portion thereof in which the Participant does not satisfy the applicable allocation condition(s).

3.09 ROLLOVER CONTRIBUTIONS. If elected in the Adoption Agreement, an Employer sponsoring a Governmental Eligible 457 Plan may permit Rollover Contributions.

(A) Operational Administration. The Employer, operationally and on a nondiscriminatory basis, may elect to limit an eligible Employee's right or a Participant's right to make a Rollover Contribution. Any Participant (or as applicable, any eligible Employee), with the Employer's written consent and after filing with the Trustee the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Trust. Before accepting a Rollover Contribution, the Trustee may require a Participant (or eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Trustee, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Trust.

(B) Pre-Participation Rollover. If an eligible Employee makes a Rollover Contribution to the Trust prior to satisfying the Plan's eligibility conditions, the Plan Administrator and Trustee must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). A limited Participant does not share in the Plan's allocation of any Employer Contributions and may not make Salary Reduction Contributions until he/she actually becomes a Participant in the Plan. If a limited Participant has a Severance from Employment prior to becoming a Participant in the Plan, the Trustee will distribute his or her Rollover Contributions Account to the limited Participant in accordance with Article IV.

(C) Separate Accounting. If an Employer permits Rollover Contributions, the Plan Administrator must account separately for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Governmental Eligible 457 plan); and (2) amounts rolled into this Plan from another

Governmental Eligible 457 Plan The Plan Administrator for purposes of ordering any subsequent distribution from this Plan, may designate a distribution from a Participant's Rollover Contributions as coming first from either of (1) or (2) above if the Participant has both types of Rollover Contribution Accounts.

(D) May Include Roth Deferrals. If this Plan is an eligible governmental 457(b) plan which accepts Roth Elective Deferrals, then a Rollover Contribution may include Roth Deferrals made to another plan, as adjusted for Earnings. Such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a), from a 403(b) plan, or from an eligible governmental 457 plan. The Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon.

(E) In-Plan Roth Rollover Contributions. A Governmental Employer under an Eligible 457 Plan may elect to permit In-Plan Roth Rollover Contribution. If the Employer decides to permit In-Plan Roth Rollover Contributions, the Employer will amend the Plan to add necessary language.

3.10 DISTRIBUTION OF EXCESS DEFERRALS. In the event that a Participant has Excess Deferrals, the Plan will distribute to the Participant the Excess Deferrals and allocable net income, gain or loss, in accordance with this Section 3.10.

(A) Governmental Eligible 457 Plan. The Plan Administrator will distribute Excess Deferrals from a Governmental Eligible 457 Plan as soon as is reasonably practicable following the Plan Administrator's determination of the amount of the Excess Deferral.

(B) Tax-Exempt Organization Eligible 457 Plan. The Plan Administrator will distribute Excess Deferrals from a Tax-Exempt Organization Eligible 457 Plan no later than April 15 following the Taxable Year in which the Excess Deferral occurs.

(C) Plan Aggregation. If the Employer maintains more than one Eligible 457 Plan, the Employer must aggregate all such Plans in determining whether any Participant has Excess Deferrals.

(D) Individual Limitation. If a Participant participates in another Eligible 457 Plan maintained by a different employer, and the Participant has Excess Deferrals, the Plan Administrator may, but is not required, to correct the Excess Deferrals by making a corrective distribution from this Plan.

3.11 DEEMED IRA CONTRIBUTIONS. A Governmental Employer under an Eligible 457 Plan may elect to permit Participants to make IRA contributions to this Plan in accordance with the Code §408(q) deemed IRA rules. If the Employer elects to permit deemed IRA contributions to the Plan, the Employer will amend the Plan to add necessary IRA language and either the Rev. Proc. 2003-13 sample deemed IRA language or an appropriate substitute.

3.12 ROTH ELECTIVE DEFERRALS. The Employer may elect in the Adoption Agreement to permit Roth Elective Deferrals. Unless elected otherwise, Roth Elective Deferrals shall be treated in the same manner as Elective Deferrals. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.

(A) Elective Deferrals. "Elective Deferral" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-tax Elective Deferrals and Roth Elective Deferrals.

(B) Pre-Tax Elective Deferrals. "Pre-Tax Elective Deferrals" means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

(C) Roth Elective Deferrals. "Roth Elective Deferrals" means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

(D) Ordering Rules for Distributions. The Administrator operationally may implement an ordering rule procedure for withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from a Participant's accounts attributable to Pre-Tax Elective Deferrals or Roth Elective Deferrals. Such ordering rules may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

(E) Corrective distributions attributable to Roth Elective Deferrals. For any Plan Year in which a Participant may make both Roth Elective Deferrals and Pre-Tax Elective Deferrals, the Administrator operationally may implement an ordering rule procedure for the distribution of Excess Deferrals (Treas. Reg. §1.457-4(e)). Such an ordering rule may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first, to the extent such type of Elective Deferrals was made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

(F) Loans. If Participant loans are permitted under the Plan, then the Administrator may modify the loan policy or program to provide limitations on the ability to borrow from, or use as security, a Participant's Roth Elective Deferral account. Similarly, the loan policy or program may be modified to provide for an ordering rule with respect to the default of a loan that is made from the Participant's Roth Elective Deferral account and other accounts under the Plan.

(G) Rollovers. A direct rollover of a distribution from Roth Elective Deferrals shall only be made to a Plan which includes Roth Elective Deferrals as described in Code §402A(e)(1) or to a Roth IRA as described in Code §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

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The Plan shall accept a rollover contribution of Roth Elective Deferrals only if it is a direct rollover from another Plan which permits Roth Elective Deferrals as described in Code §402A(e)(1) and only to the extent the rollover is permitted under the rules of Code §402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than $200 during a year. In addition, any distribution from a Participant's Roth Elective Deferrals are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than $200 during a year. Furthermore, the Plan will treat a Participant's Roth Elective Deferral account and the Participant's other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Roth Elective Deferrals are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least $500 is applied by treating any amount distributed from a Participant's Roth Elective Deferral account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

(H) Automatic Enrollment. If the Plan utilizes an automatic enrollment feature as described in Section 3.02(B), then any such automatic contribution shall be a Pre-Tax Elective Deferral.

(I) Operational Compliance. The Plan Administrator will administer Roth Elective Deferrals in accordance with applicable regulations or other binding authority.

3.13 BENEFIT ACCRUAL. If the Employer elects to apply this Section, then effective as of the date adopted, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

(A) Determination of benefits. The amount of Matching Contributions to be made pursuant to this Section 3.13 shall be determined as though the amount of Salary Reduction Contributions of an individual treated as reemployed under this Section on the basis of the individual's average actual Salary Reduction Contributions for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

3.14 ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA). As elected in the Adoption Agreement, the Employer maintains a Plan with automatic enrollment provisions as an Eligible Automatic Contribution Arrangement ("EACA"). Accordingly, the Plan will satisfy the (1) uniformity requirements, and (2) notice requirements under this Section.

(A) Uniformity. The Automatic Deferral Percentage must be a uniform percentage of Compensation. All Participants in the EACA, are subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. If a Participant's Affirmative Election expires or otherwise ceases to be in effect, the Participant will immediately thereafter be subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan applies any of the following provisions:

(a) Years of participation. The Automatic Deferral Percentage varies based on the number of plan years the Participant has participated in the Plan while the Plan has applied EACA provisions;

(b) No reduction from prior default percentage. The Plan does not reduce an Automatic Deferral Percentage that, immediately prior to the EACA's effective date was higher (for any Participant) than the Automatic Deferral Percentage;

(c) Applying statutory limits. The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code Section 457(b)(2) (determined without regard to Age 50 Catch-Up Deferrals).

(B) EACA notice. The Plan Administrator annually will provide a notice to each Participant a reasonable period prior to each plan year the Employer maintains the Plan as an EACA ("EACA Plan Year").

(a) Deemed reasonable notice/new Participant. The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.

(b) Mid-year notice/new Participant or Plan. If: (a) an Employee becomes eligible to make Salary Reduction Contributions in the Plan during an EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that plan year; or (b) the Employer adopts mid-year a new Plan as an EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make Salary Reduction Contributions. However, if it is not practicable for the notice to be provided on or before the date an Employee becomes a Participant, then the notice will nonetheless be treated as provided timely if it is provided as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.

(c) Content. The EACA notice must provide comprehensive information regarding the Participants' rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant in accordance with applicable guidance.

(C) EACA permissible withdrawal. If elected in in the Adoption Agreement, a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic

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Deferrals (and allocable earnings) under the provisions of this Section 3.14. Any distribution made pursuant to this Section will be processed in accordance with normal distribution provisions of the Plan.

(a) Amount. If a Participant elects a permissible withdrawal under this Section, then the Plan must make a distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for allocable gains and losses to the date of the distribution).The Plan may separately account for Automatic Deferrals, in which case the entire account will be distributed. If the Plan does not separately account for the Automatic Deferrals, then the Plan must determine earnings or losses in a manner similar to the rules of Treas. Reg. §1.401(k)-2(b)(2)(iv) for distributions of excess contributions.

(b) Fees. Notwithstanding the above, the Plan Administrator may reduce the permissible distribution amount by any generally applicable fees. However, the Plan may not charge a greater fee for distribution under this Section than applies to other distributions. The Plan Administrator may adopt a policy regarding charging such fees consistent with this paragraph.

(c) Timing. The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days, or such shorter period as specified in the Adoption Agreement, after the date of the first Automatic Deferral under the EACA. For this purpose, the date of the first Automatic Deferral is the date that the Compensation subject to the Automatic Deferral otherwise would have been includible in the Participant's gross income. Furthermore, a Participant's withdrawal right is not restricted due to the Participant making an Affirmative Election during the 90 day period (or shorter period as specified in Adoption Agreement.).

(d) Rehired Employees. For purposes of this Section, an Employee who for an entire Plan Year did not have contributions made pursuant to a default election under the EACA will be treated as having not had such contributions for any prior Plan Year as well.

(e) Effective date of the actual withdrawal election: The effective date of the permissible withdrawal will be as soon as practicable, but in no event later than the earlier of (1) the pay date of the second payroll period beginning after the election is made, or (2) the first pay date that occurs at least 30 days after the election is made. The election will also be deemed to be an Affirmative Election to have no Salary Reduction Contributions made to the Plan.

(f) Related matching contributions. The Plan Administrator will not take any deferrals withdrawn pursuant to this section into account in computing the contribution and allocation of matching contributions, if any. If the Employer has already allocated matching contributions to the Participant's account with respect to deferrals being withdrawn pursuant to this Section, then the matching contributions, as adjusted for gains and losses, must be forfeited. Except as otherwise provided, the Plan will use the forfeited contributions to reduce future contributions or to reduce plan expenses.

(D) Compensation. Compensation for purposes of determining the amount of Automatic Deferrals has the same meaning as Compensation with regard to Salary Reduction Contributions in general.

(E) Definitions.

(a) Definition of Automatic Deferral. An Automatic Deferral is a Salary Reduction Contribution that results from the operation of this Article III. Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Percentage as elected the Compensation of each Participant subject to the EACA. The Plan Administrator will cease to apply the Automatic Deferral to a Participant who makes an Affirmative Election as defined in this Section.

(b) Definition of Automatic Deferral Percentage/Increases. The Automatic Deferral Percentage is the percentage of Automatic Deferral (including any scheduled increase to the Automatic Deferral Percentage the Employer may elect).

(c) Effective date of EACA Automatic Deferral. The effective date of an Employee's Automatic Deferral will be as soon as practicable after the Employee is subject to Automatic Deferrals under the EACA, consistent with (a) applicable law, and (b) the objective of affording the Employee a reasonable period of time after receipt of the notice to make an Affirmative Election (and, if applicable, an investment election).

(d) Definition of Affirmative Election. An Affirmative Election is a Participant's election made after the EACA's Effective Date not to defer any Compensation or to defer more or less than the Automatic Deferral Percentage.

(e) Effective Date of Affirmative Election. A Participant's Affirmative Election generally is effective as of the first payroll period which follows the payroll period in which the Participant made the Affirmative Election. However, a Participant may make an Affirmative Election which is effective: (a) for the first payroll period in which he or she becomes a Participant if the Participant makes an Affirmative Election within a reasonable period following the Participant's entry date and before the Compensation to which the Election applies becomes currently available; or (b) for the first payroll period following the EACA's effective date, if the Participant makes an Affirmative Election not later than the EACA's effective date.

3.15 IN-PLAN ROTH ROLLOVER CONTRIBUTION

(a) Employer Election. The Employer in its Adoption Agreement in which the Employer has elected to permit Roth Deferrals also will elect whether to permit an In-Plan Roth Rollover Contribution in accordance with this Section with regard to otherwise distributable amounts and/or otherwise nondistributable amounts. If the Employer elects to permit such contributions, the Employer in its Adoption Agreement will specify the Effective Date thereof which may not be earlier than distributions made after September 27, 2010, and may not be earlier than January 1, 2013 in the case of rollovers of otherwise nondistributable amounts. An In-Plan Roth Rollover Contribution means a Rollover Contribution to the Plan that consists of a distribution or transfer from a Participant's Plan Account, other than a Roth Deferral Account, that the Participant transfers to the Participant's In-Plan Roth Rollover Contribution Account in the Plan, in accordance with Code §402(c)(4). In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth Deferral Accounts, subject to preservation of protected benefits.

(b) Eligibility for Distribution and Rollover. A Participant may not make an In-Plan Roth Rollover Contribution with regard to an otherwise distributable amount which is not an Eligible Rollover Distribution.

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(1) Parties eligible to elect. For purposes of eligibility for an In-Plan Roth Rollover, the Plan will treat a Participant's surviving spouse Beneficiary or alternate payee spouse or alternate payee former spouse as a Participant. A non-spouse Beneficiary may not make an In-Plan Roth Rollover.

(2) Distribution from partially Vested account. In-Plan Roth Rollovers are permitted only from Vested amounts allocated to a qualifying source but may be made from partially Vested Accounts. If a distribution is made to a Participant who has not incurred a Severance from Employment and who is not fully Vested in the Participant's Account from which the In-Plan Roth Rollover Contribution is to be made, and the Participant may increase the Vested percentage in such Account.

(c) Form and Source of Rollover.

(1) Direct Rollover. An In-Plan Roth Rollover Contribution may be made only by a Direct Rollover.

(2) Account source. A Participant may make an In-Plan Roth Rollover from any account (other than a Roth account).

(3) Cash or in-kind. The Plan Administrator will effect an In-Plan Roth Rollover Contribution by rolling over the Participant's current investments to the In-Plan Roth Rollover Account. A Plan loan so rolled over without changing the repayment schedule is not treated as a new loan. However the Employer may provide that loans cannot be rolled over in an In-Plan Roth Rollover.

(4) No Rollover or Distribution Treatment. Notwithstanding any other Plan provision, an In-Plan Roth Rollover Contribution is not a Rollover Contribution for purposes of the Plan. Accordingly: (a) if the Employer in its Adoption Agreement has elected $5,000 as the Plan limit on Mandatory Distributions, the Plan Administrator will take into account amounts attributable to an In-Plan Roth Rollover Contribution, in determining if the $5,000 limit is exceeded, regardless of the Employer's election as to whether to count Rollover Contributions for this purpose; (b) no spousal consent is required for a Participant to elect to make an In-Plan Roth Rollover Contribution; (c) protected benefits with respect to the amounts subject to the In-Plan Roth Rollover are preserved; and (d) mandatory 20% federal income tax withholding does not apply to the In Plan Roth Rollover Contribution.

(5) In-Plan Roth Rollover Contribution Account. An In-Plan Roth Rollover Contribution Account is a sub-account the Plan Administrator may establish to account for a Participant's Rollover Contributions attributable to the Participant's In-Plan Roth Rollover Contributions. The Plan Administrator has authority to establish such a sub-account, and to the extent necessary, may establish sub-accounts based on the source of the In-Plan Roth Rollover Contribution. The Plan Administrator will administer an In-Plan Roth Rollover Contribution Account in accordance with Code and the Plan provisions.

ARTICLE IV
TIME AND METHOD OF PAYMENT OF BENEFITS

4.01 DISTRIBUTION RESTRICTIONS. Except as the Plan provides otherwise, the Plan Administrator or Trustee may not distribute to a Participant the amounts in his or her Account prior to one of the following events:

(a) The Participant's attaining age 70 1/2;

(b) The Participant's Severance from Employment; or

(c) The Participant's death.

4.02 TIME AND METHOD OF PAYMENT OF ACCOUNT. The Plan Administrator, or Trustee at the direction of the Plan Administrator, will distribute to a Participant who has incurred a Severance from Employment the Participant's Vested Account under one or any combination of payment methods and at the time(s) the Adoption Agreement specifies. If the Adoption Agreement permits more than one time or method, the Plan Administrator, in the absence of a Participant election described below, will determine the time and method applicable to a particular Participant. In no event will the Plan Administrator direct (or direct the Trustee to commence) distribution, nor will the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.03.

(A) Participant Election of Time and Method. The Employer in the Adoption Agreement must elect whether to permit Participants to elect the timing and method of distribution of their Account in accordance with this Section 4.02. The Plan Administrator must consent to the specific terms of any such Participant election and the Plan Administrator in its sole discretion may withhold consent. Subject to the foregoing conditions, a Participant: (1) may elect to postpone distribution of his or her Account beyond the time the Employer has elected in the Adoption Agreement, to any fixed or determinable date including, but not beyond, the Participant's required beginning date; and (2) may elect the method of payment. A Participant in a Tax Exempt Organization Eligible 457 Plan may elect the timing and method of payment of his or her Account no later than 30 days before the date the Plan Administrator or Trustee first would commence payment of the Participant's Account in accordance with the Adoption Agreement. The Plan Administrator must furnish to the Participant a form for the Participant to elect the time and a method of payment. A Participant in a Governmental Eligible 457 Plan is not subject to any such requirement in election the timing or method of payment.

(B) Number of Initial Elections/Subsequent Elections. A Participant in a Tax-Exempt Organization Eligible 457 Plan may make any number of elections or revoke any prior election under Section 4.02(A) within the election period. Once the initial election period expires, a Participant, before payment would commence under the Participant's initial election, may make one additional election to defer (but not to accelerate) the timing of payment of his or her Account and also as to the method of payment.

(C) No Election/Default. If the Participant does not make a timely election regarding the time and method of payment, the Plan Administrator will pay or direct the Trustee to pay the Participant's Account in accordance with the Adoption Agreement.

(D) Mandatory Distribution. The Employer in the Adoption Agreement will elect whether the Plan will make Mandatory Distributions. If the Employer elects Mandatory Distributions, the Employer may determine operationally whether to include Rollover Contributions in determining whether the Participant is subject to Mandatory Distributions.

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4.03 REQUIRED MINIMUM DISTRIBUTIONS. The Plan Administrator may not distribute nor direct the Trustee to distribute the Participant's Account, nor may the Participant elect any distribution his or her Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code §401(a)(9) or which is not consistent with applicable Treasury regulations.

(A) General Rules.

(1) Precedence. The requirements of this Section 4.03 will take precedence over any inconsistent provisions of the Plan.

(2) Requirements of Treasury Regulations Incorporated. All distributions required under this Section 4.03 will be determined and made in accordance with the Treasury regulations under Code §401(a)(9).

(B) Time and Manner of Distribution.

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) Death of Participant Before Distribution Begins. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) Spouse Designated Beneficiary. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(b) Non-Spouse Designated Beneficiary. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) No Designated Beneficiary. If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) Death of Spouse. If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 4.03(B)(2) other than Section 4.03(B)(2)(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 4.03(B) and Section 4.03(D), unless Section 4.03(B)(2)(d) applies, distributions are considered to begin on the Participant's required beginning date. If Section 4.03(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), the date distributions are considered to begin is the date distributions actually commence.

(3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 4.03(C) and 4.03(D). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Treasury regulations.

(C) Required Minimum Distributions during Participant's Lifetime.

(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) ULT. The quotient obtained by dividing the Participant's account balance by the number in the Uniform Life Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the distribution calendar year; or

(b) Younger Spouse. If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 4.03(C) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(D) Required Minimum Distributions after Participant's Death.

(1) Death On or After Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(i) Participant's Life Expectancy. The Participant's remaining life expectancy is calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(ii) Spouse's Life Expectancy. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar

years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the attained age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) Non-Spouse's Life Expectancy. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the attained age of the Beneficiary as of the Beneficiary's birthday in the calendar year following the calendar year of the Participant's death, reduced by one for each subsequent calendar year.

(b) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the calendar year after the calendar year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the calendar year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(2) Death before Date Distributions Begin.

(a) Participant Survived by Designated Beneficiary. Except as the Employer may elect in the Adoption Agreement, if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 4.03(D)(1).

(b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), this Section 4.03(D)(2) will apply as if the surviving spouse were the Participant.

(d) 5-year or Life Expectancy rule; possible election. The Employer in its Adoption Agreement will elect whether distribution of the Participant's Account will be made in accordance with the life expectancy rule under Section 4.03(D)(2)(a) or the 5-year rule under Section 4.03(D)(2)(b). The Employer's election may permit a Designated Beneficiary to elect which of these rules will apply or may specify which rule applies. However, the life expectancy rule (whether subject to election or not) applies only in the case of a Designated Beneficiary. The 5-year rule applies as to any Beneficiary who is not a Designated Beneficiary. A permitted election under this Section must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 4.03(D)(2)(a), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death.

(E) Definitions.

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

(4) Participant's account balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any Rollover Contributions or Transfers to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) Required beginning date. A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70 1/2, or (2) the calendar year in which the Participant retires or such other date under Code §401(a)(9) by which required minimum distributions must commence.

4.04 DEATH BENEFITS. Upon the death of the Participant, the Plan Administrator must pay or direct the Trustee to pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

If a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

4.05 DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT. The Employer must elect in the Adoption Agreement whether to permit in-service distributions of a Participant's Vested Account under this Section 4.05, notwithstanding the Section 4.01 distribution restrictions.

(A) Unforeseeable Emergency. In the event of a Participant's or the Participant's spouse, dependents or beneficiaries' unforeseeable emergency, the Plan Administrator may make a

distribution to a Participant who has not incurred a Severance from Employment (or who has incurred a Severance but will not begin to receive payments until some future date). In the event of an unforeseeable emergency, the Plan Administrator also may accelerate payments to a Participant or to a Beneficiary. The Plan Administrator will establish a policy for determining whether an unforeseeable emergency exists. An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control, or which applicable law may define as an unforeseeable emergency. The Plan Administrator will not pay the Participant or the Beneficiary more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Plan Administrator will not make payment to the extent the Participant or Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan Account upon the Participant's death.

(B) De minimis distribution. In accordance with the Employer's Adoption Agreement elections, the Plan Administrator may allow a Participant to elect to receive a distribution or the Plan Administrator will distribute (without a Participant election) any amount of the Participant's Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed $5,000 (or such other amount as does not exceed the Code §411(a)(11)(A) dollar amount); (2) the Participant has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the Participant has not received a prior distribution under this Section 4.05(B).

(C) Distribution of Rollover Contributions. The Employer in the Adoption Agreement may elect to permit a Participant to request and to receive distribution of the Participant's Account attributable to Rollover Contributions (but not to Transfers) before the Participant has a distributable event under Section 4.01.

4.06 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs). Notwithstanding any other provision of this Plan, the Employer in the Adoption Agreement may elect to apply the QDRO provisions of this Section 4.06. If Section 4.06 applies, the Plan Administrator (and any Trustee) must comply with the terms of a QDRO, as defined in Code §414(p), which is issued with respect to the Plan.

(A) Time and Method of Payment. This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained his or her earliest retirement age (as defined under Code §414(p)) under the Plan. A distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is available only if the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution. Nothing in this Section 4.06 gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit.

(B) QDRO Procedures. The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order. Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator's determination. The Plan Administrator must provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

(C) Accounting. If any portion of the Participant's Account Balance is payable under the domestic relations order during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator may segregate or may direct the Trustee to segregate the QDRO amount in a segregated investment account. The Plan Administrator or Trustee will make any payments or distributions required under this Section 4.06 by separate benefit checks or other separate distribution to the alternate payee(s).

(D) Permissible QDROs. A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

4.07 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS – GOVERNMENTAL PLAN.

(A) Participant Election. A Participant (including for this purpose, a former Employee) in a Governmental Eligible 457 Plan may elect, at the time and in the manner the Plan Administrator prescribes, to have any portion of his or her eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a "Participant" includes as to their respective interests, a Participant's surviving spouse and the Participant's spouse or former spouse who is an alternate payee under a QDRO.

(B) Rollover and Withholding Notice. At least 30 days and not more than 180 days prior to the Trustee's distribution of an

eligible rollover distribution, the Plan Administrator must provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice").

(C) Default distribution or rollover. Except as provided in Paragraph (D), in the case of a Participant who does not elect timely to roll over or to receive distribution of his or her Account, the Plan Administrator or the Trustee, at the Plan Administrator's direction, may distribute to the Participant or may directly roll over the Participant's Account in accordance with the Plan's rollover notice.

(D) Mandatory default rollover. If (1) the Plan is a Governmental Eligible 457 Plan, (2) the Plan makes a mandatory distribution after the Code §401(a)(31)(B) Effective Date, greater than $1,000, and (3) the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

(E) Non-spouse beneficiary rollover right. A non-spouse beneficiary who is a "designated beneficiary" under Section 4.03(E)(1), by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

(1) Certain requirements not applicable. Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.07(E), the distribution is not subject to the direct rollover requirements of Code §401(a)(31) (including the automatic rollover provisions of Code §401(a)(31)(B)), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

(2) Trust beneficiary. If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

(3) Required minimum distributions not eligible for rollover. A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

(F) Definitions. The following definitions apply to this Section:

(1) Eligible rollover distribution. An eligible rollover distribution is any distribution of all or any portion of a Participant's Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; (b) any Code §401(a)(9) required minimum distribution; (c) any unforeseeable emergency distribution; and (d) any distribution which otherwise would be an eligible rollover distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than $200.

(2) Eligible retirement plan. An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), a qualified plan described in Code §401(a), an annuity contract (or custodial agreement) described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) and maintained by an Employer described in Code §457(e)(1)(A), which accepts the Participant's, the Participant's spouse or alternate payee's eligible rollover distribution.

A Participant or beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in this Section.

(3) Direct rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(4) Mandatory distribution. A mandatory distribution is an eligible rollover distribution without the Participant's consent before the Participant attains the later of age 62 or Normal Retirement Age (see paragraph 3.05 (B)). A distribution to a beneficiary is not a mandatory distribution.

(5) 401(a)(31)(B) Effective Date. The 401(a)(31)(B) Effective Date is the date of the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

4.08 ELECTION TO DEDUCT FROM DISTRIBUTION. An Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The Plan will pay such deducted amounts directly to pay qualified health insurance premiums.

(A) Direct payment. The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of $3,000 or the amount the Participant paid for such taxable year for qualified health insurance premiums, and which otherwise complies with Code §402(l).

(B) Definitions.

(1) Eligible retired public safety officer. An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer.

(2) Public safety officer. A "Public Safety Officer" has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b(9)(A)).

(3) Qualified health insurance premiums. The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his or her spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

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ARTICLE V
PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS

5.01 TERM/VACANCY. The Plan Administrator will serve until his or her successor is appointed. In case of a vacancy in the position of the Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy.

5.02 POWERS AND DUTIES. The Plan Administrator will have the following powers and duties:

(a) To select a committee to assist the Plan Administrator;

(b) To select a secretary for the committee, who need not be a member of the committee;

(c) To determine the rights of eligibility of an Employee to participate in the Plan and the value of a Participant's Account;

(d) To adopt rules and procedures and to create administrative forms necessary for the proper and efficient administration of the Plan provided the rules, procedures and forms are not inconsistent with the terms of the Plan;

(e) To construe and enforce the terms of the Plan and the rules and regulations the Plan Administrator adopts, including interpretation of the Plan documents and documents related to the Plan's operation;

(f) To direct the distribution of a Participant's Account;

(g) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;

(h) To furnish the Employer with information which the Employer may require for tax or other purposes;

(i) To establish a policy in making distributions for unforeseeable emergencies;

(j) To establish under a Governmental Eligible 457 Plan, policies regarding the receipt of Rollover Contributions and default rollover distributions;

(k) To establish a policy regarding the making and the receipt of Transfers;

(l) To establish a policy regarding Participant or Beneficiary direction of investment;

(m) To engage the services of any person to invest any Account under this Plan and to direct such person to make payment to a Participant of his or her Vested Account;

(n) To establish under a Governmental Eligible 457 Plan, a policy (see Section 5.02(A)) which the Trustee must observe in making loans, if any, to Participants and Beneficiaries;

(o) To undertake correction of any Plan failures as necessary to preserve eligible Plan status; and

(p) To undertake any other action the Plan Administrator deems reasonable or necessary to administer the Plan.

The Plan Administrator shall have total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Plan Administrator makes under the Plan is final and binding upon any affected person.

(A) Loan Policy. In a Governmental Eligible 457 Plan, the Plan Administrator, in its sole discretion, may establish, amend or terminate from time to time, a nondiscriminatory policy which the Trustee must observe in making Plan loans, if any, to Participants and to Beneficiaries. If the Plan Administrator adopts a loan policy, the loan policy must be a written document and must include: (1) the identity of the person or positions authorized to administer the participant loan program; (2) the procedure for applying for a loan; (3) the criteria for approving or denying a loan; (4) the limitations, if any, on the types and amounts of loans available; (5) the procedure for determining a reasonable rate of interest; (6) the types of collateral which may secure the loan; and (7) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. A loan policy the Plan Administrator adopts under this Section 5.02(A) is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.01.

(B) QDRO Policy. If the QDRO provisions of Section 4.06 apply, the Plan Administrator will establish QDRO procedures.

5.03 COMPENSATION. The Plan Administrator and the members of the Committee will serve without compensation for services, but the Employer will pay all expenses of the Plan Administrator and Committee.

5.04 AUTHORIZED REPRESENTATIVE. The Plan Administrator may authorize any one of the members of the Committee, if any, or the Committee's Secretary, to sign on the Plan Administrator's behalf any Plan notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents.

5.05 INDIVIDUAL ACCOUNTS/RECORDS. The Plan Administrator will maintain a separate Account in the name of each Participant to reflect the value of the Participant's Deferred Compensation under the Plan. The Plan Administrator will maintain records of its activities.

5.06 VALUE OF PARTICIPANT'S ACCOUNT. The value of each Participant's Account consists of his or her accumulated Deferred Compensation, as of the most recent Accounting Date or any later date as the Plan Administrator may determine.

5.07 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

(A) Individual Accounts. The Plan Administrator, as necessary for the proper administration of the Plan, will maintain, or direct the Trustee to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Employer Contributions and of Earnings, or will request the Trustee to make such allocations, to the Accounts of the Participants as necessary to maintain proper Plan records and in accordance with the applicable: (i) Contribution Types; (ii) allocation conditions; (iii) investment account types; and (iv) Earnings allocation methods. The Plan Administrator may also maintain, or direct the Trustee to maintain, a separate temporary Account for Participant forfeitures which occur during a Plan Year,

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pending their accrual and allocation in accordance with the Plan terms, or for other special items as the Plan Administrator determines is necessary and appropriate for proper plan administration.

(1) By Contribution Type. The Plan Administrator, will establish Plan Accounts for each Participant as necessary to reflect his or her Accounts attributable to the following Contribution Types and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, Matching Contributions, Nonelective Contributions, Rollover Contributions (including Roth versus pre-tax amounts), and Transfers.

(2) By investment account type. The Plan Administrator will establish separate Accounts for each Participant as necessary to reflect his or her investment account types as described below:

(a) Pooled Accounts. A Pooled Account is an Account which for investment purposes is not a Segregated Account or a Participant-Directed Account. If any or all Plan investment Accounts are Pooled Accounts, each Participant's Account has an undivided interest in the assets comprising the Pooled Account. In a Pooled Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Trust Fund which the net credit balance in his or her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts of all Participants plus the cash surrender value of any insurance contracts held by the Trustee on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(b) Participant-Directed Accounts. A Participant-Directed Account is an Account that the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant to invest in one or more assets that are not pooled assets held by the Trust, such as assets in a brokerage account or other property in which other Participants do not have any interest. As the Plan Administrator determines, a Participant-Directed Account may provide for a limited number and type of investment options or funds, or may be open-ended and subject only to any limitations imposed by applicable law. A Participant may have one or more Participant-Directed Accounts in addition to Pooled or Segregated Accounts. A Participant-Directed Account is credited and charged with the Earnings. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(c) Segregated Accounts. A Segregated Account is an Account the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant: (i) to facilitate installment payments; (ii) to hold a QDRO amount; (iii) to prevent a distortion of Plan Earnings allocations; or (iv) for such other purposes as the Plan Administrator may direct. A Segregated Account receives all income it earns and bears all expense or loss it incurs. The Trustee will invest the assets of a Segregated Account consistent with the purpose for which the Plan Administrator or Trustee established the Account. As of each Valuation Date, the Plan Administrator must reduce a Segregated Account for any forfeiture arising after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the Valuation Period. Notwithstanding anything in this Section to the contrary, transferred amounts are not required to be separately accounted for and may be combined with the corresponding Account maintained in this Plan provided all rights, benefits and features and other attributes are identical with respect to each account, or are identical after the combination and such combination does not result in the impermissible elimination of any Code §411(d)(6) protected benefits.

(3) Amount of Account/distributions. The amount of a Participant's Account, as determined by the Plan Administrator, is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the amount of a Participant's Account Balance is determined based upon its value on the Valuation Date immediately preceding or coinciding with the date of the distribution. If any or all Plan investment Accounts are Participant-Directed Accounts, the directing Participant's Account Balance consists of the assets held within the Participant-Directed Account and the value of the Account is determined based upon the fair market value of such assets.

(4) Account statements. As soon as practicable after the Accounting Date of each Plan Year, the Plan Administrator will deliver to each Participant (and to each Beneficiary) a statement reflecting the amount of his or her Account Balance in the Trust as of the statement date or most recent Valuation Date. No Participant, except the Plan Administrator/Participant or Trustee/Participant, has the right to inspect the records reflecting the Account of any other Participant.

(B) Allocation of Earnings. This Section 5.07(B) applies solely to the allocation of Earnings of the Trust Fund. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article III. Earnings means the net income, gain or loss earned by a particular Account, by the Trust, or with respect to a contribution or to a distribution, as the context requires.

(1) Allocate as of Valuation Date. As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings for the Valuation Period since the last Valuation Date.

(2) Definition of Valuation Date. A Valuation Date under this Plan is each: (a) Accounting Date; (b) Valuation Date the Employer elects in the Adoption Agreement; or (c) Valuation Date the Plan Administrator establishes. The Employer in the Adoption Agreement or the Plan Administrator may elect alternative Valuation Dates for the different Contribution Types which the Plan Administrator maintains under the Plan.

(3) Definition of Valuation Period. The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

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(4) Allocation methods. The Plan Administrator will allocate Earnings to the Participant Accounts in accordance with the daily valuation method, balance forward method, balance forward with adjustment method, weighted average method, Participant-Directed Account method, or other method the Employer elects under the Adoption Agreement. The Employer in the Adoption Agreement may elect alternative methods under which the Plan Administrator will allocate the Earnings to the Accounts reflecting different Contribution Types or investment Account types which the Plan Administrator maintains under the Plan. The Plan Administrator first will adjust the Participant Accounts, as those Accounts stood at the beginning of the current Valuation Period, by reducing the Accounts for any forfeitures, distributions, and loan disbursement payments arising under the Plan, for expenses charged during the Valuation Period to the Accounts (expenses directly related to a Participant's Account). The Plan Administrator then, subject to the restoration allocation requirements of the Plan, will allocate Earnings under the applicable valuation method.

(a) Daily valuation method. If the Employer in the Adoption Agreement elects to apply the daily valuation method, the Plan Administrator will allocate Earnings on each day of the Plan Year for which Plan assets are valued on an established market and the Trustee is conducting business. Under the daily valuation method, all assets subject to such method are subject to daily valuation. The assets may be held in Participant-Directed Accounts or in Accounts which are subject to Trustee or other fiduciary investment direction.

(b) Balance forward method. If the Employer in the Adoption Agreement elects to apply the balance forward method, the Plan Administrator will allocate Earnings pro rata to the adjusted Participant Accounts, since the last Valuation Date.

(c) Balance forward with adjustment method. If the Employer in the Adoption Agreement elects to apply the balance forward with adjustment method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat as part of the relevant Account at the beginning of the Valuation Period the percentage of the contributions made as the Employer elects in the Adoption Agreement, during the Valuation Period the Employer elects in the Adoption Agreement.

(d) Weighted average method. If the Employer in the Adoption Agreement elects to apply a weighted average allocation method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat a weighted portion of the applicable contributions as if includible in the Participant's Account as of the beginning of the Valuation Period. The weighted portion is a fraction, the numerator of which is the number of months in the Valuation Period, excluding each month in the Valuation Period which begins prior to the contribution date of the applicable contributions, and the denominator of which is the number of months in the Valuation Period. The Employer in the Adoption Agreement may elect to substitute a weighting period other than months for purposes of this weighted average allocation.

(e) Participant-Directed Account method. The Employer in the Adoption Agreement must elect to apply the Participant-Directed Account method to any Participant-Directed Account under the Plan. Under the Participant-Directed Account method: (i) each Participant-Directed Account is credited and charged with the Earnings such Account generates; (ii) the Employer's election, if any, in the Adoption Agreement of another method for the allocation of Earnings will not apply to any Participant-Directed Account; and (iii) the Participant-Directed Account may be valued as often as daily, but will be valued at least annually, and all assets in the Account are not necessarily valued on the same frequency. An Account which is subject to the Participant-Directed Account method includes an individual brokerage account or similar account in title to the Trustee for the benefit of the Participant.

(C) Allocation of Net Income, Gain or Loss (No Trust). In a Tax-Exempt Eligible 457 Plan that does not maintain a trust the Plan Administrator will allocate net income, gain or loss in accordance with this provision. As of each Accounting Date (and each other valuation date determined under the Adoption Agreement), the Plan Administrator will adjust Accounts to reflect net income, gain or loss, if any, since the last Accounting Date or Account valuation. The Employer in the Adoption Agreement will elect the method for allocating net income gain or loss. The Plan Administrator will continue to allocate net income, gain and loss to a Participant's Account subject to an installment distribution, until the Account is fully distributed.

5.08 ACCOUNT CHARGED. The Plan Administrator will charge all distributions made to a Participant or to his or her Beneficiary, or transferred under Section 9.03 from his or her Account, against the Account of the Participant when made.

5.09 OWNERSHIP OF FUND/TAX-EXEMPT ORGANIZATION. If the Employer is a Tax-Exempt Organization, the Plan is an unfunded plan and all Deferred Compensation, property and rights to property purchased by Deferred Compensation and all income attributable thereto remain, until paid or made available under the Plan, the sole property and rights of the Employer, subject only to the claims of the Employer's general creditors. No Participant or Beneficiary will have any vested interest or secured or preferred position with respect to an Account or have any claim against the Employer except as a general creditor. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. The Employer or the Plan Administrator, acting as the Employer's agent, may enter into a trust agreement solely for the purpose of investing all or part of the Accounts, which will be subject to the claims of the Employer's general creditors, and in which the Participants or Beneficiaries will not have a vested interest nor a secured or preferred position or have any claim except as the Employer's general creditor. The Employer may not purchase life insurance contracts under this Plan unless the Employer retains all incidents of ownership in such contracts, the Employer is the sole beneficiary of such contracts and the Employer is not under any obligation to transfer the contracts or pass through the proceeds to any Participant or to his or her Beneficiary. The Employer may adopt and attach to the Plan as "Appendix A," the Internal Revenue Service Model Rabbi Trust under Rev. Proc. 92-64 (as amended) to hold the assets of a Tax-Exempt Organization Eligible 457 Plan. If the Employer adopts the Model Rabbi Trust, the Plan incorporates by reference the provisions of the Model Rabbi Trust as if fully set forth herein.

5.10 PARTICIPANT DIRECTION OF INVESTMENT. Subject to the terms of the Plan Administrator's adopted policy, if any, and also to written consent of the Trustee, if the Plan has a Trust, a Participant will have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Plan Administrator will account separately for the Participant-Directed Accounts. The Participant's right to direct investment does not give the Participant any vested interest or secured or preferred position with respect to assets over which he/she has investment responsibility.

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5.11 VESTING/SUBSTANTIAL RISK OF FORFEITURE. The Employer in the Adoption Agreement may elect to apply a vesting schedule or to specify any other Substantial Risk of Forfeiture applicable to any or all Deferral Contributions.

(A) Forfeiture Allocation. The Employer in the Adoption Agreement must elect the method the Plan Administrator will use to allocate any Participant forfeitures, including those related to lost Participants under Section 5.14. The Plan Administrator will allocate a forfeiture in the Plan Year in which the forfeiture occurs or in the next following Plan Year.

5.12 PRESERVATION OF ELIGIBLE PLAN STATUS. The Plan Administrator may elect to sever from this Plan and to treat as a separate 457 plan, the Accounts of any Participants who have Excess Deferrals that the Plan Administrator has not corrected in accordance with Section 3.10 or in the case of any other Code §457(b) failure that the Employer may not otherwise correct, and which failure would result in the Plan ceasing to be an Eligible 457 Plan. In such event, the Plan Administrator will take any necessary or appropriate action consistent with the Employer's maintenance of separate 457 plans and with preservation of Eligible 457 Plan status of this Plan.

5.13 LIMITED LIABILITY. The Employer will not be liable to pay plan benefits to a Participant in excess of the value of the Participant's Account as the Plan Administrator determines in accordance with the Plan terms. Neither the Employer nor the Plan Administrator will be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

5.14 LOST PARTICIPANTS. If the Plan Administrator is unable to locate any Participant or Beneficiary whose Account becomes distributable (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 5.14.

(A) Attempt to Locate. The Plan Administrator will attempt to locate a lost Participant and may use one or more of the following methods: (1) provide a distribution notice to the lost Participant at his or her last known address by certified or registered mail; (2) use a commercial locator service, the internet or other general search method; (3) use the Social Security Administration or PBGC search program; or (4) use such other methods as the Plan Administrator believes prudent.

(B) Failure to Locate. If a lost Participant remains unlocated for 6 months following the date the Plan Administrator first attempts to locate the lost Participant using one or more of the methods described in Section 5.14(A), the Plan Administrator may forfeit the lost Participant's Account. If the Plan Administrator forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan Administrator will allocate the forfeiture in accordance with Section 5.11. The Plan Administrator under this Section 5.14(B) will forfeit the entire Account of the lost Participant, including Salary Reduction Contributions.

If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his or her forfeited Account, the Plan Administrator will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for net income, gains or losses occurring subsequent to the forfeiture. The Plan Administrator will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan Administrator otherwise would allocate for the Plan Year, then from the amount, if any, of Trust net income or gain for the Plan Year and last from the amount or additional amount the Employer contributes to the Plan for the Plan Year. The Plan Administrator will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan Administrator restores the forfeited Account.

(C) Nonexclusivity and Uniformity. The provisions of this Section 5.14 are intended to provide permissible but not exclusive means for the Plan Administrator to administer the Accounts of lost Participants. The Plan Administrator may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including the default rollover under Section 4.07(C) and such other methods as the Revenue Service or the U.S. Department of Labor ("DOL") may in the future specify. The Plan Administrator will apply Section 5.14 in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan Administrator's ability to establish and the expense of establishing a rollover IRA, and other factors. The Plan Administrator may charge to the Account of a lost Participant the reasonable expenses incurred under this Section 5.14 and which are associated with the lost Participant's Account.

5.15 PLAN CORRECTION. The Plan Administrator, in conjunction with the Employer and Trustee as appropriate, may undertake such correction of Plan errors as the Plan Administrator deems necessary, including but not limited to correction to maintain the Plan's status as an Eligible 457 Plan. The Plan Administrator under this Section 5.15 also may undertake Plan correction in accordance with any correction program that the Internal Revenue Service makes applicable to 457 plans.

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ARTICLE VI
PARTICIPANT ADMINISTRATIVE PROVISIONS

6.01 BENEFICIARY DESIGNATION. A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Plan Administrator or Trustee will pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the method of payment of his or her Account. The Plan Administrator will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan Administrator, the form revokes all designations filed prior to that date by the same Participant. A divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of his or her spouse as his or her Beneficiary under the Plan unless the decree or a QDRO provides otherwise. The foregoing revocation provision (if applicable) applies only with respect to a Participant whose divorce or legal separation becomes effective on or following the date the Employer executes the Adoption Agreement, unless the Employer in the Adoption Agreement specifies a different effective date.

6.02 NO BENEFICIARY DESIGNATION. If a Participant fails to name a Beneficiary in accordance with Section 6.01, or if the Beneficiary named by a Participant predeceases the Participant, then the Plan Administrator will pay the Participant's remaining Account in accordance with Article IV in the following order of priority, to:

(a) The Participant's surviving spouse; or

(b) The Participant's children (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to

(c) The Participant's estate.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Trustee will pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; or (2) the Beneficiary has properly designated a beneficiary. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms. The Plan Administrator will direct a Trustee if applicable as to the method and to whom the Trustee will make payment under this Section 6.02.

6.03 SALARY REDUCTION AGREEMENT.

(A) General. A Participant must elect to make Salary Reduction Contributions on a Salary Reduction Agreement form the Plan Administrator provides for this purpose. The Salary Reduction Agreement must be consistent with the Employer's Adoption Agreement elections and the Plan Administrator in a Salary Reduction Agreement may impose such other terms and limitations as the Plan Administrator may determine.

(B) Election Timing. A Participant's Salary Reduction Agreement may not take effect earlier than the first day of the calendar month following the date the Participant executes the Salary Reduction Agreement and as to Compensation paid or made available in such calendar month. However, if an Employee is eligible to become a Participant during the Employee's calendar month of hire, the Employee may execute a Salary Reduction Agreement on or before the date he/she becomes an Employee, effective for the month in which he/she becomes an Employee.

(C) Sick, Vacation and Back Pay. If the Employer in the Adoption Agreement permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay, a Participant who will incur a Severance from Employment may execute a Salary Reduction Agreement before such amounts are paid or made available provided: (i) such amounts are paid or made available before the Participant incurs the Severance; and (ii) the Participant is an Employee in that month.

(D) Modification of Salary Reduction Agreement. A Participant's Salary Reduction Agreement remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify his or her Salary Reduction Agreement by executing a new Salary Reduction Agreement. Any modification will become effective no earlier than the beginning of the calendar month commencing after the date the Participant executes the new Salary Reduction Agreement. Filing a new Salary Reduction Agreement will revoke all Salary Reduction Agreements filed prior to that date. The Employer or Plan Administrator may restrict the Participant's right to modify his or her Salary Reduction Agreement in any Taxable Year.

6.04 PERSONAL DATA TO PLAN ADMINISTRATOR. Each Participant and each Beneficiary of a deceased Participant must furnish to the Plan Administrator such evidence, data or information as the Plan Administrator considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Plan Administrator, provided the Plan Administrator advises each Participant of the effect of his or her failure to comply with its request.

6.05 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant must file with the Plan Administrator from time to time, in writing, his or her address and any change of address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his or her last address filed with the Plan Administrator, or as shown on the records of the Employer, binds the Participant, or Beneficiary, for all purposes of this Plan.

6.06 PARTICIPANT OR BENEFICIARY INCAPACITATED. If, in the opinion of the Plan Administrator or of the Trustee, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his or her affairs because of a mental condition, a physical condition, or by reason of age, the Plan Administrator or at the direction of the Plan Administrator, the Trustee, may make the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his or her attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Plan Administrator and to the Trustee. The Plan Administrator and the Trustee do not have any liability with respect to payments so made and neither the Plan Administrator nor the Trustee has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

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ARTICLE VII
MISCELLANEOUS

7.01 NO ASSIGNMENT OR ALIENATION. A Participant or Beneficiary does not have the right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan or Trust and the Plan Administrator and the Trustee will not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are nonassignable and nontransferable. Furthermore, a Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.02 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

7.03 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

7.04 STATE LAW. The laws of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of this Plan, except to the extent Federal law supersedes State law.

7.05 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the Plan Administrator, the Trustee, any other Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

7.06 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form the Plan Administrator specifies or otherwise approves. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

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ARTICLE VIII
TRUST PROVISIONS—GOVERNMENTAL ELIGIBLE 457 PLAN

8.01 GOVERNMENTAL ELIGIBLE 457 PLAN. The provisions of this Article VIII apply to a Governmental Eligible 457 Plan and do not apply to a Tax-Exempt Organization Eligible 457 Plan. The Employer in the Adoption Agreement may elect to substitute another trust (attached to this Plan as "Appendix A") or to modify any provision of Article VIII, consistent with Code §457(g) and applicable Treasury regulations.

8.02 ACCEPTANCE/HOLDING. The Trustee accepts the Trust created under the Plan and agrees to perform the duties and obligations imposed. The Trustee must hold in trust under this Article VIII, all Deferred Compensation until paid in accordance with the Plan terms.

8.03 RECEIPT OF CONTRIBUTIONS. The Trustee is accountable to the Employer for the funds contributed to it by the Employer or the Plan Administrator, but the Trustee does not have any duty to see that the contributions received comply with the provisions of the Plan.

8.04 FULL INVESTMENT POWERS. The Trustee has full discretion and authority with regard to the investment of the Trust, except with respect to a Trust asset under Participant direction of investment, in accordance with Section 8.12. The Trustee is authorized and empowered, but not by way of limitation, to exercise and perform the following powers, rights and duties:

(a) To invest any part or all of the Trust in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U. S. Treasury bills, U. S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, and to buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, as a prudent person would do under like circumstances. Any investment made or retained by the Trustee in good faith will be proper but must be of a kind constituting a diversification considered by law suitable for trust investments;

(b) To retain in cash so much of the Trust as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust in a bank account at reasonable interest;

(c) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund as described in Code §584, or in a collective investment fund, the provisions of which the Trust incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or its affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency;

(d) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such considerations and on such terms and conditions as the Trustee decides;

(e) To credit and distribute the Trust as directed by the Plan Administrator of the Plan. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the order or direction of the Plan Administrator;

(f) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(g) To compromise, contest, arbitrate or abandon claims and demands, in the Trustee's discretion;

(h) To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, to tender shares and to exercise or sell stock subscriptions or conversion rights;

(i) To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interest in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders;

(j) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship;

(k) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(l) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes a final adjudication;

(m) To file all tax returns required of the Trustee;

(n) To furnish to the Employer and the Plan Administrator an annual statement of account showing the condition of the Trust and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year, which accounts will be conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts; and

(o) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee will not be obliged or required to do so unless indemnified to its satisfaction.

(A) Nondiscretionary Trustee. The Employer in the Adoption Agreement may elect to appoint a Nondiscretionary Trustee, subject to this Section 8.04(A). The Nondiscretionary Trustee does not have any discretion or authority with regard to the

investment of the Trust, but must act solely as a directed Trustee hereunder. The Nondiscretionary Trustee is authorized and empowered to exercise and perform the above Section 8.04 powers, rights and duties provided that the Trustee shall act solely as a directed Trustee and only in accordance with the written direction of the Employer, the Plan Administrator or of a Participant as applicable. The Nondiscretionary Trustee is not liable for making, retaining or disposing of any investment or for taking or failing to take any other action, in accordance with proper Employer, Plan Administrator or Participant direction.

8.05 RECORDS AND STATEMENTS. The records of the Trustee pertaining to the Trust will be open to the inspection of the Plan Administrator and the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee will furnish the Plan Administrator whatever information relating to the Trust the Plan Administrator considers necessary.

8.06 FEES AND EXPENSES FROM FUND. The Trustee will receive reasonable annual compensation in accordance with its fee schedule as published from time to time. The Trustee will pay from the Trust all fees and expenses the Trustee reasonably incurs in its administration of the Trust, unless the Employer pays the fees and expenses.

8.07 PROFESSIONAL AGENTS. The Trustee may employ and pay from the Trust reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

8.08 DISTRIBUTION OF CASH OR PROPERTY. The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee.

8.09 RESIGNATION AND REMOVAL. The Trustee or the Custodian may resign its position by giving written notice to the Employer and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Employer consents in writing to shorter notice.

The Employer may remove a Trustee or a Custodian by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

8.10 SUCCESSOR TRUSTEE.

(A) Appointment. In the event of the resignation or the removal of a Trustee, where no other Trustee continues to service, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons will act as the Trustee. If the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee.

(B) Automatic Successor. Any corporation which succeeds to the trust business of the Trustee, or results from any merger or consolidation to which the Trustee is a party, or is the transferee of substantially all the Trustee's assets, will be the successor to the Trustee under this Trust. The successor Trustee will possess all rights, duties and powers under this Trust as if the successor Trustee were the original Trustee. Neither the Trustee nor the successor Trustee need provide notice to any interested person of any transaction resulting in a successor Trustee. The successor Trustee need not file or execute any additional instrument or perform any additional act to become successor Trustee.

8.11 VALUATION OF TRUST. The Trustee will value the Trust as of each Accounting Date to determine the fair market value of the Trust assets. The Trustee will value the Trust on such other date(s) the Plan Administrator may direct.

8.12 PARTICIPANT DIRECTION OF INVESTMENT. Consistent with the Plan Administrator's policy adopted under Section 5.02(l), the Trustee may consent in writing to permit Participants in the Plan to direct the investment to the Trust assets. The Plan Administrator will advise the Trustee of the portion of the Trust credited to each Participant's Account under the Plan, and subject to such Participant direction. As a condition of Participant direction, the Trustee may impose such conditions, limitations and other provisions as the Trustee may deem appropriate and as are consistent with the Plan Administrator's policy. The Trustee will report to the Plan Administrator the net income, gain or losses incurred by each Participant-Directed Account separately from the net income, gain or losses incurred by the general Trust during the Trust Year.

8.13 THIRD PARTY RELIANCE. No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Trust. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certificate of the Trustee that it is acting in accordance with the Trust will be conclusive in favor of any person relying on the certificate.

8.14 INVALIDITY OF ANY TRUST PROVISION. If any clause or provision of this Article VIII proves to be or is adjudged to be invalid or void for any reason, such void or invalid clause or provision will not affect any of the other provisions of this Article VIII and the balance of the Trust provisions will remain operative.

8.15 EXCLUSIVE BENEFIT. The Trustee will hold all the assets of the Trust for the exclusive benefit of the Participants and their Beneficiaries and neither the Employer nor the Trustee will use or divert any part of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants and Beneficiaries of the Plan. The Employer will not have any right to the assets held by the Trustee and the Trust assets will not be subject to the claims of the Employer's creditors or, except as provided in Section 4.06, of the creditors of any Participant or Beneficiary. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. Notwithstanding the foregoing, the Plan Administrator may pay from a Participant's or Beneficiary's Account the amount the Plan Administrator finds is lawfully

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demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary. The Trust created under the Employer's Plan is irrevocable and its assets will not inure to the benefit of the Employer.

8.16 SUBSTITUTION OF CUSTODIAL ACCOUNT OR ANNUITY CONTRACT. The Employer in the Adoption Agreement may elect to use one or more custodial accounts or annuity contracts in lieu of or in addition to the Trust established in this Article VIII. Any such custodial account or annuity contract must satisfy the requirements of Code §457(g)(3) and applicable Treasury regulations.

8.17 GROUP TRUST AUTHORITY. Notwithstanding any contrary provision in this Plan, the Trustee may, unless restricted in writing by the Plan Administrator, transfer assets of the Plan to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible governmental plans that meets the requirements of Code §457(b). For this purpose, a trust includes a custodial account that is treated as a trust under Code §401(f) or under Code §457(g)(3). For purposes of valuation, the value of the interest maintained by the Plan in such group trust shall be the fair market value of the portion of the group trust held for Plan, determined in accordance with generally recognized valuation procedures.

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ARTICLE IX
AMENDMENT, TERMINATION, TRANSFERS

9.01 AMENDMENT BY EMPLOYER/SPONSOR. The Employer has the right at any time and from time to time:

(a) To amend this Plan and Trust Agreement and the Adoption Agreement in any manner it deems necessary or advisable in order to continue the status of this Plan as an Eligible 457 Plan; and

(b) To amend this Plan and Trust Agreement and the Adoption Agreement in any other manner, including deletion, substitution or modification of any Plan, Trust or Adoption Agreement provision.

The Employer must make all amendments in writing. The Employer may amend the Plan by an Adoption Agreement election, by addenda, by separate amendment, or by restatement of the Adoption Agreement or Plan. Each amendment must state the date to which it is either retroactively or prospectively effective. The Employer also may not make any amendment that affects the rights, duties or responsibilities of the Trustee or the Plan Administrator without the written consent of the affected Trustee or the Plan Administrator.

9.02 TERMINATION/FREEZING OF PLAN. The Employer has the right, at any time, to terminate this Plan or to cease (freeze) further Deferral Contributions to the Plan. Upon termination or freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Deferral Contributions) remain operative until distribution of all Accounts. Upon Plan termination, the Plan Administrator or Trustee shall distribute to Participants and Beneficiaries all Deferred Compensation as soon as is reasonably practicable following termination.

9.03 TRANSFERS. The Employer may enter into a Transfer agreement with another employer under which this Plan: (a) may accept a Transfer of a Participant's Account in the other employer's Eligible 457 Plan; or (b) may Transfer a Participant's (or Beneficiary's) Account in this Plan to the other employer's Eligible 457 Plan. The plan sponsors of the plans involved in the Transfer both must be States or both must be Tax-Exempt Organizations and the plans must provide for Transfers. The Participant or Beneficiary, after the Transfer will have Deferred Compensation in the recipient plan at least equal to his or her Deferred Compensation in the transferring plan immediately before the Transfer. Any Transfer also must comply with applicable Treasury regulations, and in particular Treas. Reg. §§1.457-10(b)(2) as to post-severance transfers between Governmental Eligible 457 Plans; 1.457-10(b)(3) as to transfers of all assets between Governmental Eligible 457 Plans; 1.457-10(b)(4) as to transfers between Governmental Eligible 457 Plans of the same Employer; and 1.457-10(b)(5) as to post-severance transfers between Tax-Exempt Organization Eligible 457 Plans. The Plan Administrator will credit any Transfer accepted under this Section 9.03 to the Participant's Account and will treat the transferred amount as a Deferral Contribution for all purposes of this Plan except the Plan Administrator, will not treat such Transfer as a Deferral Contribution subject to the limitations of Article III. In addition, in the case of a Transfer between Tax-Exempt Organization Eligible Plans, the recipient plans shall apply a Participant's distribution elections made under the transferor plan in accordance with Treas. Reg. §1.457-10(b)(6)(ii). The Plan's Transfer of any Participant's or Beneficiary's Account under this Section 9.03 completely discharges the Employer, the Plan Administrator, the Trustee and the Plan from any liability to the Participant or Beneficiary for any Plan benefits.

9.04 PURCHASE OF PERMISSIVE SERVICE CREDIT. A Participant in a Governmental Eligible 457 Plan, prior to otherwise incurring a distributable event under Article IV, may direct the Trustee to transfer all or a portion of his or her Account to a governmental defined benefit plan (under Code §414(d)) for: (a) the purchase of permissive service credit (under Code §415(n)(3)(A)) under such plan, or (b) the repayment of contributions and earnings previously refunded with respect to a forfeiture of service credited under the plan (or under another governmental plan within the same State) to which Code §415 does not apply by reason of Code §415(k)(3).

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12. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/24/2023
Meeting Date:	08/28/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-44: A resolution approving the Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the November 7, 2023 Special Election

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-44 by title only
2) City Clerk reads Resolution No. 2023-44 by title only (if approved above)
3) Adopt Resolution No. 2023-44

Executive Summary:

With the exception of Phoenix and Tucson, who perform their own elections, municipalities across the state contract for the operation of their elections, primarily with their respective county. While the City is responsible for many of the election activities such as preparation of the resolution, ballot language, public notices, and Information Pamphlet, the County prepares the ballot (with approval by the City), and both mails out and receives the ballots, as well as counts the ballots on election day. The attached Intergovernmental Agreement (IGA) outlines the roles of the City and County for the November 7, 2023 Special Election.

Financial Impact:

The Charter Special Election has been budgeted in the FY2023-2024 Budget in account 001-01-017-0016-1-4290 in the amount of $200,000. The services provided by the County are charged at $2.00 per registered voter. With approximately 50,000 registered voters, the County charges should be around $100,000 per election. Additional expenses will be incurred with Runbeck Election Services and English Spanish Translation Services, LLC for the compilation, translation, and mailing of the associated Information Pamphlet as well as the notification postcards.

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

Foster community pride and civic engagement
Encourage public trust through transparency, accessibility and use of the City's public participation policy

Has There Been Previous Council Decision on This:

The Council has not discussed this specific IGA.

Attachments: Res. 2023-44
IGA

RESOLUTION NO. 2023-44

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND COCONINO COUNTY FOR ELECTION SERVICES FOR THE NOVEMBER 7, 2023 SPECIAL ELECTION

RECITALS:

WHEREAS, the City Council desires to enter into an Intergovernmental Agreement with Coconino County for Election Services; and

WHEREAS, Coconino County has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment; and

WHEREAS, the Coconino County Recorder has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. 16-162 and A.R.S. Title 17, Ch. 4, Art. 8; and

WHEREAS, the City of Flagstaff is authorized to contract with the board of supervisors and county recorder for election services under A.R.S. 16-408 and desires to use the election services of Coconino County to conduct its election.

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 28th day of August, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A – IGA with Coconino County

INTERGOVERNMENTAL AGREEMENT FOR
for
BALLOT-BY-MAIL ELECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), is made on this _____ day of _____, 2023, by and between COCONINO COUNTY, a political subdivision of the State of Arizona by and through its duly elected BOARD OF SUPERVISORS and RECORDER (collectively the "COUNTY"), with offices located at 219 E. Cherry Ave., Flagstaff AZ 86001, and **CITY OF FLAGSTAFF, *("CITY"),*** a Charter City, in Coconino County, Arizona***.***

RECITALS

1. ***CITY*** is authorized under Flagstaff City Charter, Article IX, to hold primary, general, and special elections.

2. ***COUNTY*** is authorized, pursuant to A.RS. Sections 16-408.D, and 11-251.3, to perform services concerning elections.

3. ***COUNTY*** is authorized by A.R.S. Section 16-172 to allow any political subdivision conducting an election to utilize the County registration rolls upon negotiation of an agreement to reimburse the County Recorder for actual expenses for preparing the necessary lists for use in such election.

4. ***COUNTY*** and ***CITY*** have determined that the use of the services of the Recorder's Office is in the public interest, and ***COUNTY*** agrees to provide such services.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing contracts between public agencies for services for the joint exercise of powers common to both the ***CITY*** and the ***COUNTY*** and in consideration of the mutual covenants and stipulations set forth below, the parties agree as follows:

SECTION 1: PURPOSE

The purpose of the Agreement is to secure the services of ***COUNTY,*** as enumerated in Section 2, for the preparation and conduct of the ***CITY'S*** Special Election of November 7, 2023, regarding charter amendments, which will be conducted by mail ballot (the "Election").

SECTION 2: SERVICES TO BE PERFORMED BY *COUNTY*

COUNTY, or its designated agent, agrees to:

For the vote by mail elections:

2.1 Provide ballots, which will allow qualified electors to vote for any questions appearing on the ballot.

2.2 Cause the election boards to use the copies of the registers, prepared from the records of the Recorder, for the purpose of identifying the electors qualified to vote in *CITY*

elections.

2.3 Conduct training as necessary.

2.4 Staff voting and tally boards, count ballots and transmit the results to ***CITY*** within five (5) business days of each Election Day.

2.5 Provide facilities for counting the ballots.

2.6 Provide facilities for obtaining replacement ballots for voters who misplace ballots, do not receive ballots, or spoil ballots in any way.

2.7 Provide translation, layout, and printing of ballots, ensuring that the return ballot envelopes are coded with a special postal code so that postal officials know to handle them with extreme care and promptness and not to leave them unsecured.

2.8 Prepare the necessary registers for use in the election.

2.9 Provide an electronic file of all of the registered voters to Runbeck Election Services, in time to meet all legal requirements and deadlines.

2.10 Provide publicity for the last day to register, replacement ballot sites, drop-off locations, and early voting availability and deadlines.

2.11 Mail ballots, by first class mail, to every registered voter in the City of Flagstaff.

2.12 Mail a notice of election to every registered voter for the purpose of notifying voters of the mail ballot election and cleaning up the election rolls.

SECTION 3: OBLIGATIONS OF THE CITY OF FLAGSTAFF

CITY, or its designated agent, agrees to:

3.1 Upon completion of the tabulation and transmittal, prepare the canvass and any Certificate of Results, if applicable.

3.2 Pay to ***COUNTY,*** on a reimbursement basis, the actual cost of the service provided, including, but not limited to, $2.50 per registered voter in the special election and for the actual cost of outreach and administrative services provided by ***COUNTY*** pursuant to this Agreement. ***CITY*** will pay ***COUNTY*** within thirty (30) days after a presentation by the ***COUNTY*** of demand for payment.

3.3 Publish and/or post all legal notices required by statute.

3.4 Provide translation, layout, printing, and mailing of Informational Pamphlet.

3.5 Prepare and file a report to the Speaker of the House and President of the Senate regarding the Mail Ballot Election results as required by statute. Provide any other notices, including but not limited to notice of change to taxing district boundaries,

required for the contract for elections.

SECTION 4: Contact Information

Communication regarding services provided pursuant to this Agreement shall be directed to the following:

8. Contact Information. Communications regarding services provided pursuant to this Agreement shall be directed to the following:

COUNTY:
Election Director
219 E. Cherry Ave
Flagstaff, AZ 86001
Phone: (928) 679-7896
E-mail: elections@coconino.az.gov

County Recorder
110 E Cherry Ave
Flagstaff, AZ 86001
Phone: (928) 679-7860
Fax: (928) 213-9241
E-mail: ccelections@coconino.az.gov

JURISDICTION:
Flagstaff City Clerk
211 W Aspen Avenue
Flagstaff, AZ 86001

Phone:

E-mail:

SECTION 4: MANNER OF FINANCING AND BUDGETING

Each party represents that it has sufficient funds available in this current fiscal year budget to discharge the funding obligation imposed by this Agreement. The City shall compensate the County for election services provided pursuant to this agreement in accordance with the Section 3.2 of this Agreement.

SECTION 5: TERMINATION

This Agreement shall terminate upon completion or resolution of all matters connected with the election, legal challenges excepted, or upon written notice by either party to the other within thirty days (30) prior to the election date. Should the elections which are the subject of this Agreement be challenged or questioned for any reason whatsoever, then ***CITY*** shall be solely responsible for the defense of the election, however, the County agrees to make its officers and employees available to testify as witnesses in any litigation related to the Election and to make its officers and employees available for any reasonable preparation for any such litigation.

SECTION 6: INDEMNIFICATION

Each party (as "lndemnitor") agrees to indemnify, defend and hold harmless the other party (as "lndemnitee") for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney fees, (collectively referred to as "Claims") including those arising out of injury of any person, including bodily injury, death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the lndemnitee are caused by the act, omission, negligence, misconduct or other fault of the lndemnitor, its officers, officials,

agents, employees, charges, or volunteers.

SECTION 7: EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective at the time of signing and shall terminate as provided in Section 5.

SECTION 8: SEVERABILITY

If any provision of this Agreement or application of this Agreement is held invalid, such invalidity shall not affect other provisions or applications of this Agreement.

SECTION 9: 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 Agreement.

SECTION 10: CONFLICT OF INTEREST

This Agreement is subject to Arizona Revised Statutes Section 38-511 and may be canceled if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of either party is an employee, consultant, or agent of the other party to this Agreement.

SECTION 11: DISPUTE RESOLUTION

11.1 Resolution of Issues Raised by Third Parties. The Parties understand that from time to time members of the public may raise issues about the conduct of an Election. If requested by the City, the County agrees to provide a thorough written explanation of its procedures to address the concerns raised by a member of the public. The City will not request an explanation from the County until after the canvass of the election and the time period for filing an election challenge has passed. If an election challenge is filed by the member of the public who has raised issues about the conduct of an Election or if the member of the public has brought any legal action to enforce election laws, this paragraph is not applicable.

11.2 Attorneys' Fees. 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 will be entitled to its costs including reasonable attorneys' fees and court costs from the non- prevailing party.

11.3 If there is a dispute between the parties as to whether their actions comply with all applicable laws, the Parties may jointly consult with the Secretary of State's Office for assistance in reaching a resolution.

City of Flagstaff

_____
(Signature of Authorized Agent)

(Title of Authorized Agent)

COUNTY

_____
Patrice Horstman, Chair
Board of Supervisors

_____
Patty Hansen, Recorder

ATTEST:

_____
Clerk of the Board of Supervisors

Reviewed and approved by legal counsel and found to be within the authority of the governing body to adopt:

_____
City Attorney

_____
Deputy County Attorney

Exhibit 1

BALLOT-BY-MAIL ELECTION SERVICES AGREEMENT
ELECTIONS TASK SCHEDULE

Responsibilities for the conduct of elections pursuant to the Coconino County Ballot-by-Mail Services Agreement are allocated as follows:

TASK		**TO BE PERFORMED BY:**	
		COUNTY	**CITY**
Call of Election			**X**
Legal Advertising, Notices, etc. (also, non-resident voters)			**X**
Information Pamphlet (If needed)			**X**
Contact Printer; Order ballots or labels		**Recorder**	
Provide official ballot language (Including Spanish translation) no later than July 12, 2023			**X***
Final Approval on ballot proof (County needs a copy of approval) no later than September 9, 2023			**X**
Logic & Accuracy (L&A) Test notice to the newspaper within 48 hours of L&A Test		**Elections**	
Perform L&A testing (Representative of Jurisdiction may be present) no later than October 10, 2023. Accessible voting equipment will be ready by October 10, 2023		**Elections**	
Mailing of Ballots (Ballots will be mailed to all qualified electors beginning within the allowed statutory time period A.R.S. 16-558.01)		**Recorder**	
Processing of ballots		**Recorder**	
Providing Replacement Ballots		**Recorder**	
Signature Verification -	Ballot affidavit signature comparison	**Recorder**	
Signature Verification -	Provisional ballots	**Recorder**	
Tabulation of voted ballots, as permitted by (A.R.S. §16-550-B)		**Elections**	
Conduct Post Election L&A Test prior to completing canvass documents (A.R.S. §16-642-A), no later than November 27, 2023		**Elections**	
Submit the final election results to the appropriate authority for canvassing the election results.			**X**
Upon completion of the canvass, request the Clerk of the Board of Supervisors or the officer in charge of the election to prepare and issue the Certificates of Election if needed.			**X**
If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257.			**X**

** The County can provide Spanish translation if the jurisdiction needs to delegate this task. The county will bill the jurisdiction the actual cost for these services.*

13. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Neil Chapman, Forest Health Supervisor
Co-Submitter:	Dylan Guffey
Date:	08/24/2023
Meeting Date:	08/28/2023

TITLE

Wildland Fire Management Program - Forest Health and Operations Update

STAFF RECOMMENDED ACTION:

Information only

EXECUTIVE SUMMARY:

This presentation will provide an update on:

- WFM Staff
- City of Flagstaff Fall 2023 thinning and prescribed fire plans
- Ongoing FWPP efforts
- Future presentations

INFORMATION:

Priority Based Budget Key Community Priorities and Objectives

- High Performing Governance: Implement innovative local government programs
- Safe and Healthy Community: Ensure built environment is safe through the use of consistent standards, rules and regulations, & land use practices
- Environmental Stewardship: Promote, protect & enhance a healthy, sustainable environment & its natural resources
- Environmental Stewardship: Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems

Carbon Neutrality Plan

- 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.

Consolidating carbon stocks in fewer, larger trees reduces the risk of carbon loss from fire.
The pre-suppression forest structure provides the best target for maintaining sustainable carbon stocks and ecological function. Implementing prescribed fire after mechanical thinning treatments supports the maintenance of the restored natural tree structure and pattern.

Regional Plan

- Environmental Planning & Conservation – Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.
- Policy E&C.3.3 – Invest in forest health and watershed protection measures.
- Policy E&C.6.1 – Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.
- Policy E&C.6.3 – Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.
- Policy E&C.6.6 – Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.
- Policy E&C.10.2 – Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Attachments: Presentation

2023 Forest Health and Operations Update



Wildland Fire Management Staff

- Paul Oltrogge, Battalion Chief
- Neil Chapman, Captain (Forest Health & FWPP)
- Dylan Guffey, Captain (Operations)
- New WFM Engineers:
  - Cody Glazener (Operations)
  - Mark Adams (Community Risk Reduction & Firewise)
  - Bryor Nittman (Operations)
- Currently Interviewing Fire Fighter Candidates (2 open positions)

2023 Treatment Areas

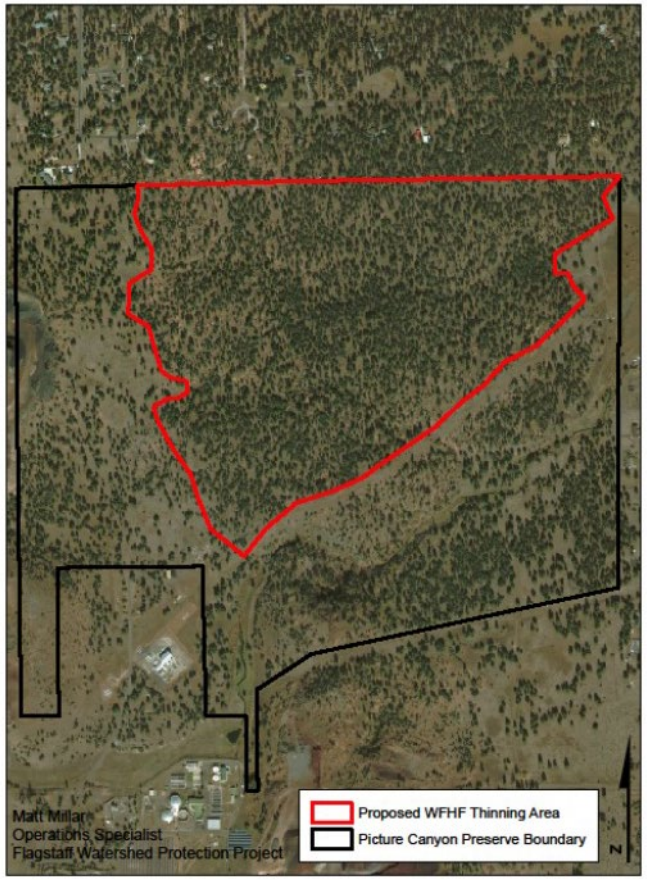
Ecological Thinning

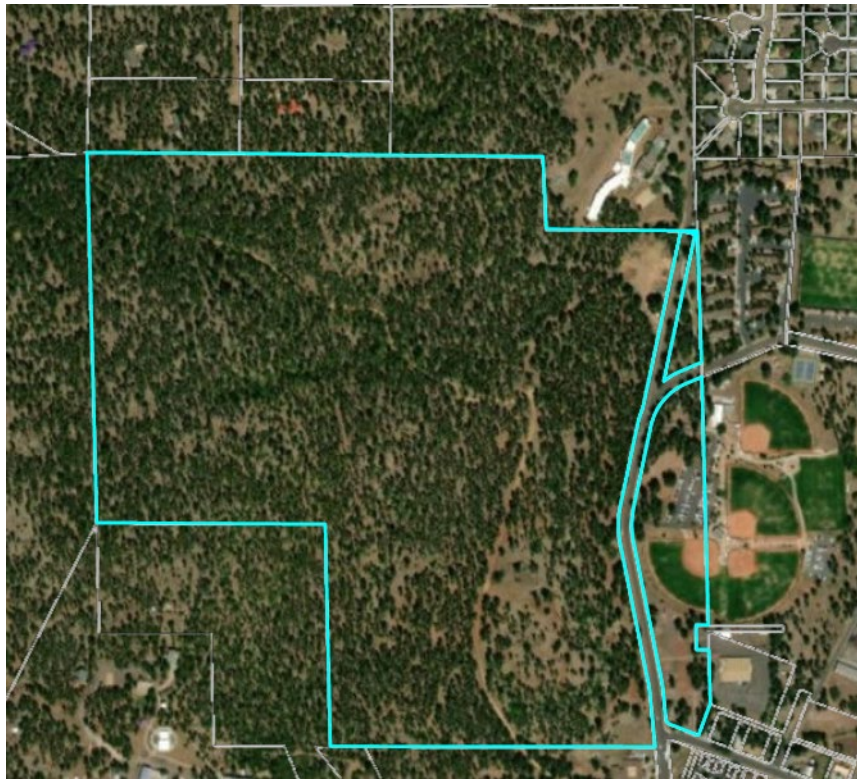
- Picture Canyon
- Thorpe Park
- Lowell Observatory
- City Parcel Assessment in Progress

Prescribed Fire

- Observatory Mesa
- Thorpe Park
- Naval Observatory Flagstaff Station

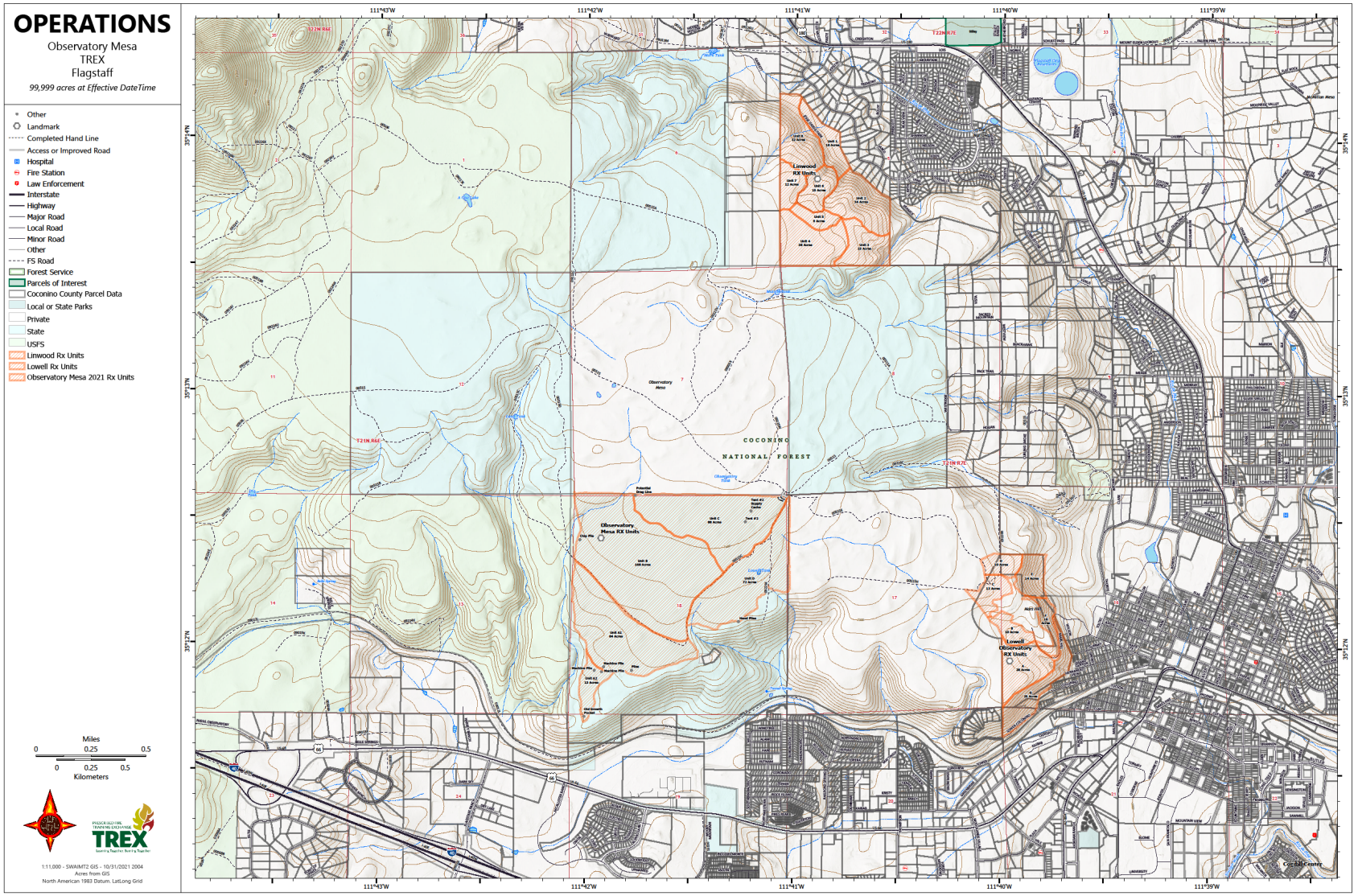
Ecological Thinning
Picture Canyon, Thorpe Park, Lowell Obs



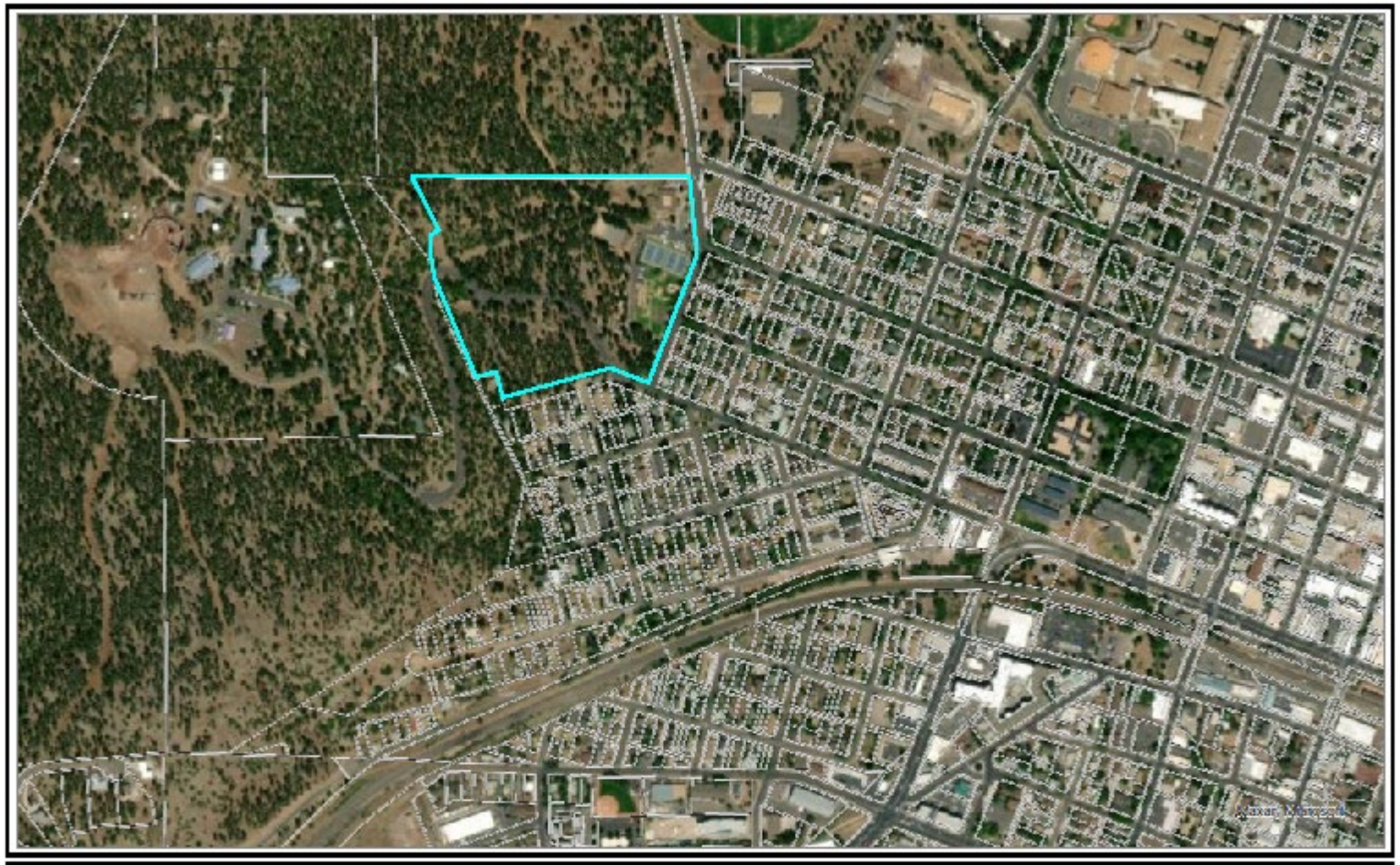




Rx: Observatory Mesa Section 8



Rx: Thorpe Park



CoF Web Map

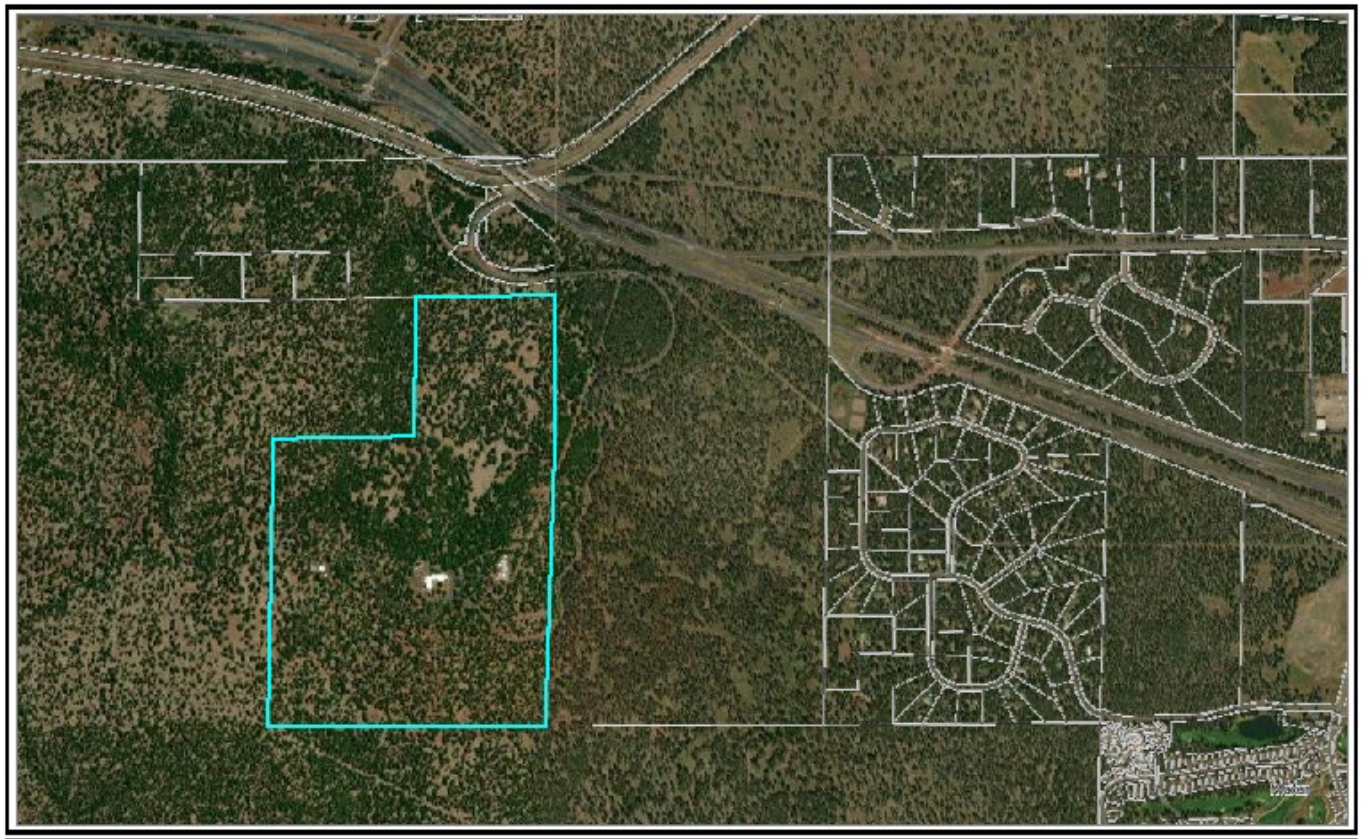
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City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

8/18/2023 2:28 PM

Rx: NOFS



CoF Web Map

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mi

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

8/18/2023 2:31 PM

Ongoing: Flagstaff Watershed Protection Project

- Community Wildfire Protection Plan Update
- Upper Rio de Flag
  - Flagstaff Ranger District Program of Work
    - Snowbowl Road Hand Thinning
    - Timber Contracts
  - Leroux Nepa Analysis
  - Fort Valley Experimental Forest
  - Private Land Fuel Reductions and Firewise Efforts
- Cultural Resource Survey Agreements (USFS)
- POD's Agreement (USFS)
- Prescribed Fire Training Partnerships

Future WFM Discussions

- October 3rd: Wildland Fire Mitigation and Management Commission Report

- October 17th: NAU School of Forestry and Ecological Restoration Institute: Wildfire impacts and Adaptation Strategies

QUESTIONS?



14. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/23/2023
Meeting Date:	08/28/2023

TITLE

Future Agenda Item Request (F.A.I.R.): A Citizens' Petition titled Mitigation of Impact of Pickleball Courts in Bushmaster Park

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on July 5, 2023, requesting that the City Council dely and/or halt construction of pickleball courts in Bushmaster until the following is completed; 1) community impact report - sound studies, park character, traffic, and parking, 2) community-wide public outreach.

INFORMATION:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Attachments: Petition #2023-06

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17 and Flagstaff City Code Title I Chapter 12

RECEIVED JUL 05 2023 BY: SS

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: MITIGATION OF IMPACT OF PICKLEBALL COURTS IN BUSHMASTER PA

Action Requested: THAT THE CITY DELAY AND/OR HALT CONSTRUCTION OF PICKLE-BALL COURTS IN BUSHMASTER UNTIL THE FOLLOWING IS COMPLETED 1) COMMUNITY IMPACT REPORT - SOUND STUDIES, PARK CHARACTER, TRAFFIC, AND PARKING. 2) COMMUNITY-WIDE PUBLIC OUTREACH

Printed Name of Submitter: AUDRIA SMITH

(Submitter must also sign below and complete information)

Contact Information: (928) 853-0145 / audriasmith@npgcable.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
6.30.23	CELIA BAROIZ	[redacted]	Celia Baroiz
6/30/23	CLIF BALDERAS		
6/30/23	Julie Piering		Julie Piering
6/30/23	SEAN GIVNEY		
6/30/23	PAUL MALIS		
6/30/23	Dani O'Connell		Dani O'Connell
6/30/23	Jessica Pierce		Jessica Pierce
6/30/23	GRANT GERVER		
6/30/23	Nancy Gerver		
6/30/23	Casey Gerver		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE
7/5/23	Stacy Saltsburg	08/28/2023 (Mon)

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE:_____ **PAGE** _____ **OF** _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
6-30	Jim DeBlois	[redacted]	
6-30	Judy Hunt		
6-30	HARRY B. HUNT		
6-30	ERIN YOUNG		
7-1	Joe Wilson		
7-1	Connie Folsom		
7-1	AUDRIA SMITH		
7-1	JoAnn Benninghoff		
7-1	Nancy Panlener		
7/1	Rob McPherson		
7/1	Sally Bond		
7/1	John Bond		
7/2	Christian Bopp		
7/2	Claire Rogers		
7/2	Micah Smith		
7/2	Kenneth Scherer		
7/2	Gayle Shaff		
7/3	Steve Walker		
7/3	Kathleen Day		
7/3	MICAH SCHWANTNER		

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: MITIGATION OF IMPACT OF PICKLEBALL COURTS IN BUSHMASTER PARK

Action Requested: THAT THE CITY DELAY AND/OR HALT CONSTRUCTION OF PICKLE-BALL COURTS IN BUSHMASTER UNTIL THE FOLLOWING IS COMPLETED: 1) COMMUNITY IMPACT REPORT - SOUND STUDIES, PARK CHARACTER, TRAFFIC, AND PARKING 2) COMMUNITY-WIDE PUBLIC OUTREACH.

Printed Name of Submitter: AUDRIA SMITH
(Submitter must also sign below and complete information)

Contact Information: (928) 853-0145 / audriasmith@npgcable.com
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
7/1/2023	Paula Miller	[redacted]	Paula Miller
7/1/23	Joel Vaoney		
7/1/23	Adrian Retana		Adrian Retana
7/1/23	Gabby Salas		
7/1/23	Kristal Salas Saucedo		
7-1-23	Laura Morris		Laura Morris
7-1-23	Ella Yazzie		
7-1-23	Michele Jones		
7/1/23	LEX MILLER		
7/1/23	Debra L. DAVIS		Debra L Davis

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: _____ **PAGE** _____ **OF** _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
7-1-23	TAMALA McCoy	[redacted]	Tamala McCoy
7-1-23	Larry Lyman		Larry Lyman
7-1-23	Kathleen Lyman		Kathleen Lyman
7-2-23	Gary Brown		Gary Brown
7-2-23	Sue Henderson		Sue Henderson
7-2-23	Judy Miller		Judy Miller
7/2/23	Natalia Bergander		
7/2/23	Sam Horning		
7/2/23	Heather Newman		
7/2/23	Alicia Luna		
7/2/23	Shanna Maxam		Shanna Maxam
7/2/23	Rachel Williams		Rachel Wiley
7/2/23	Paul Hamm		
7/2/23	Amalisa Haman		Amalisa H
7/2/23	Willis Price		Willis Price