

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, MAY 13, 2025

NOTES:

- Public Forum:
Comments are generally limited to **3 minutes**.
- Consent Items:
Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. For additional information on pulling a Consent Item, please contact the City Clerk's Office staff, preferably in advance of the Call to Order. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

THE MEETING CAN BE VIEWED
LIVE ON THE CITY'S WEBSITE AT
WWW.SEDONAAZ.GOV OR ON
CABLE CHANNEL 4.

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.
- No disruptive behavior or profane language will be allowed.

PROCEDURES:

- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/microphone.
- State your:
 1. Name and
 2. City of Residence
- Limit comments to **3 MINUTES**.
- Submit written comments to the City Clerk.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

2. ROLL CALL

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- a. Minutes - April 22, 2025 City Council Special Meeting - Executive Session.
- b. Minutes - April 22, 2025 City Council Regular Meeting.

4. APPOINTMENTS

- a. AB 3216 **Discussion/possible action** regarding the appointment of our first Senior Poet Laureate and Youth Poet Laureate to serve a two-year term promoting and elevating literary arts in the City of Sedona in collaboration with Community Library Sedona.

5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER & COUNCIL ASSIGNMENTS

- a. Executive Session Report.

6. PUBLIC FORUM

(This is the time for the public to comment on any issue within the jurisdiction of City Council not listed on the agenda. The City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.)

7. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

8. REGULAR BUSINESS

- a. AB 3124 **Discussion/possible action** for approval of a Linking Agreement with KEAR Civil Corporation for the construction of the Northview Sewer Line Replacement Project in an amount not-to-exceed \$593,920.
- b. AB 3146 **Discussion/possible action** for approval of a Resolution authorizing an Intergovernmental Agreement for Construction and Administration of Emergency Siren System between Coconino County (AZ) and the City of Sedona.
- c. AB 3213 **Discussion/possible action** regarding adoption of an Ordinance amending Sedona City Code Section 2.10.040 Powers and duties of the mayor.
- d. AB 3188 **Discussion/possible direction/action** regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.
- e. AB 3066 **Discussion/possible action** regarding future meeting/agenda items.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, MAY 13, 2025

Note: 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 Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that a quorum of members of these other City commissions, boards, or committees may be in attendance.

A copy of the packet with materials relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Sedona makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Sedona City Council meetings are recorded and may be viewed on the City of Sedona website. If you permit your child to attend/participate in a televised City Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

Page 2, City Council Meeting Agenda Continued

9. EXECUTIVE SESSION

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
- Return to open session. **Discussion/possible action** on executive session items.

10. ADJOURNMENT

Posted: 04/25/2025

By: JC

JoAnne Cook, CMC, City Clerk

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

**Action Minutes
Special City Council Meeting
Sedona City Hall, Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Tuesday, April 22, 2025, 3:00 p.m.**

1. Call to Order

Mayor Jablow called the meeting to order at 3:00 p.m.

2. Roll Call

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Derek Pfaff. Vice Mayor Ploog attended via Teams.

Staff Present item: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Community Development Director Steve Mertes, Housing Manager Jeanne Frieder, and City Clerk JoAnne Cook.

3. Executive Session

Motion: Councilor Kinsella moved to enter into Executive Session at 3:01 p.m. Seconded by Councilor Fultz. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Pfaff) and zero (0) opposed.

Vice Mayor Ploog entered the meeting at 3:01 p.m. and left the meeting at 3:59 p.m.

Kurt Christianson gave the admonition.

- a. **Discussion and consultation with the City Attorney for legal advice and to consider the City's position and instruct its attorneys regarding contracts that are the subject of negotiations regarding Villas on Shelby ground lease agreement, declaration, deed of trust, and promissory note with Villas on Shelby, LLC (HS Development Partners, LLC) at 2250 Shelby Dr., Sedona, Arizona. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4).**
- b. **Return to open session. Discussion/possible action regarding executive session items.**

Reconvened in open session at 3:59 p.m.

No action taken.

4. Adjournment

Mayor Jablow adjourned the meeting at 4:00 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on April 22, 2025.

JoAnne Cook, CMC, City Clerk

Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, April 22, 2025, 4:30 p.m.

1. Call to Order/Pledge of Allegiance/Moment of Silence

Mayor Jablow called the meeting to order at 4:30 p.m.

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Derek Pfaff.

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Assistant City Attorney Monique Coady, Special Initiatives Coordinator Kegn Moorcroft, Housing Manager Jeanne Blum, Assistant Director of Public Works Sandy Phillips, Associate Engineer Johnathan Hoffman, Associate Engineering Supervisor John Hall, Community Development Director Steve Mertes, Planning Manager Cari Meyer, Director of Public Works/City Engineer Kurt Harris, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call

3. Consent Items

- a. **Minutes - April 8, 2025 City Council Special Meeting - Executive Session.**
- b. **Minutes - April 8, 2025 City Council Regular Meeting.**
- c. **AB 3208 Approval of Amendment #1 with Viam Advisors in the amount of \$46,719 for tasks related to addressing homelessness.**

Motion: Councilor Kinsella moved to approve consent items 3a-3c. **Seconded by Councilor Fultz. Vote:** Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

4. Appointments

- a. **AB 3209 Discussion/possible action regarding the appointment of a Planning & Zoning Commissioners.**

Motion: Councilor Kinsella moved to appoint Rob Smith to a seat on the Planning & Zoning Commission for a term that will begin immediately and end October 31, 2027, or until a successor is appointed, whichever is later; and, appoint Harmony Walker to a seat on the Planning & Zoning Commission for a term beginning on November 1, 2025, and ending October 31, 2028, or until a successor is appointed, whichever is later. **Seconded by Councilor Fultz. Vote:** Motion passed with six (6) in favor (Jablow, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed. Vice Mayor was unable to vote due to technical difficulties during this time.

5. Summary of Current Events by Mayor/Councilors/City Manager & Council Assignments

Councilor Dunn - April is Sedona Community Library's fundraising month. The library will be participating in a \$20K match. Robert Naylor 26th of April.

Councilor Fultz – Attended the Northern Arizona Council of Governments Council on Aging meeting on April 9th. They are anticipating a 9.2% decrease in funding from state and federal level. You may contact your congress representative to voice your opinion on the continued funding of Health and Human Services. NACOG is working to collaborate with first responders so they can provide assistance to seniors with medical equipment that would make it difficult for them to evacuate during emergency situations.

a. Executive Session Report

6. Public Forum

No public comments were heard.

7. Proclamations, Recognitions & Awards

a. Recognition of Marcie Ellis.

Mayor Jablow presented Marcie Ellis an award from City Council. Marcie was recognized for her efforts to engage all stakeholders in Oak Creek Canyon related to HWY 89A and resulted in the creation the Oak Creek Traffic Matters Committee. Marcie chaired the Committee for four years. The Committee developed solutions for improvements in Oak Creek Canyon and Sedona. Mayor Jablow noted that the achievements included the Sedona In Motion Projects in Uptown and increased safety on 89A in Oak Creek Canyon.

Marcie Ellis thanked City Council for their recognition and acknowledged the committee members.

Matt Ryan, former Coconino County Supervisor recognized Marcie Ellis and the committee members for their accomplishments.

8. Regular Business

a. AB 3127 Public hearing/discussion/possible action regarding proposed revisions to the Sedona Land Development Code. The proposed revisions include regulations for constructing Private Sport Courts (such as pickleball, tennis, and basketball courts). Case Number: PZ25-00001 (LDC) Applicant: City of Sedona

Presentation by Cari Meyer.

Questions and comments from City Council.

Opened the Public Hearing at 5:13 p.m.

The following spoke in support of the proposed revisions to the Sedona Land Development Code: Becky Hofer, Sedona, Bob Pifke, Sedona, Norris Peterson, Sedona.

Closed the Public Hearing at 5:16 p.m.

Comments from City Council.

Motion: Councilor Dunn moved to approve Ordinance 2025-04, consistent with the

approval criteria in Section 8.6.C(4) of the LDC, amending the LDC, adopting by reference that document known as “Exhibit A – April 22, 2025 Proposed Land Development Code Revisions”, providing for a savings clause, and repealing all ordinances or parts of ordinances or code provisions in conflict herewith. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

- b. **AB 3210 Discussion/possible action regarding approval of a Resolution approving the Ground Lease with Villas on Shelby, LLC (HS Development Partners, LLC) for the Villas on Shelby Affordable Housing Project.**

Introduction by Jeanne Blum. Presentation by Kurt Christianson. Matt Schoemacher, Partner at HS Development Partners, LLC., and Patrick McNamara, Affordable Housing Financial Consultant were available for questions.

Questions and comments from City Council.

Motion: Councilor Kinsella moved to go into executive session regarding item 3b AB 3210 at 5:33 p.m. Seconded by Vice Mayor Ploog. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

Return to open session at 5:57 p.m.

Opened to the public at 5:58 p.m.

The following spoke in favor of the housing project:

Turiya Weiss, Prescott, Mason Bradshaw, Cottonwood, Jo Martin, Sedona, David Key, President & CEO of Sedona Chamber of Commerce, Cheryl Barron, Sedona, favor presented the Sedona Lodging Council, Luke Sefton, Sedona, Mark Jacobsen, Sedona.

Brought back to City Council at 6:13 p.m.

Comments from City Council.

Motion: Councilor Pfaff moved to continue the item on Monday, April 28, 2025 at 3:00 p.m. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

- c. **AB 3091 Discussion/possible action for approval of a change order for the SIM 1B -Uptown Road Improvements Project contract with Combs Construction Company, Inc. for the completion of the paving northbound areas from Forest Road to Owenby Roundabout, including the southbound areas, in the amount of \$684,178.75.**

Presentation by Kurt Harris, Johnathan Hoffman, and Andy Dickey.

Questions and comments from City Council.

Motion: Councilor Dunn moved to authorize the City Manager to execute Change Order #4 in the amount of \$684,178.75 to the original contract with Combs Construction. Resulting in a total contract amount not to exceed \$5,450,695.14. Seconded by Furman. Vote: Motion passed with seven (7) in favor (Jablow, Ploog,

Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

Break at 6:27. Reconvened at 6:47 p.m.

- d. **AB 3144 Discussion/possible action regarding approval of a construction contract with Pronghorn Services, LLC, for the Andante Shared Use Path and Drainage Improvements Project, SIM-11n, in the amount of \$3,018,684.**

Presentation by Sandy Phillips, Kurt Harris, and Jonathan Hoffman.

Question and comments from City Council.

Opened to the public at 7:29 p.m.

Karen Golden, Sedona, decided not to speak.

The following spoke in opposition of the design of Andante Shared Use Path:

Duane Gregory, Sedona, Terry Gregory, Sedona, Maureen Fawcett, Sedona,

The following spoke in favor of the Andante Shared Use Path:

Kara LaGrow, Sedona, spoke in favor of the project but believes the sidewalk should be on west side of the road, Evan Puglia, Sedona, Amy Pearce, Sedona, suggested flashing lights at crosswalk.

Brought back to City Council at 7:48 p.m.

Comments from City Council.

Motion: Councilor Kinsella moved to approve award of the construction contract with Pronghorn Services, LLC for the Andante Drive Shared-Use Pathway and Drainage Improvements Project, including a midblock crossing speed table with two additional speed humps, one on each side approaching the speed table, in an amount not-to-exceed \$3,032,684.00, subject to approval of the written contract by the City Attorney's Office. Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

- e. **AB 3188 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.**

Presentation by Kurt Christianson.

Questions and comments from City Council.

- f. **AB 3066 Discussion/possible action regarding future meeting/agenda items.**

Mayor Jablow advised that there is a City Council meeting tomorrow at 3:00 p.m.

9. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. **To consult with legal counsel for advice on matters listed on this agenda**

per A.R.S. § 38-431.03(A)(3).

Motion: Councilor Kinsella moved to go into executive session regarding item 3b AB 3210 at 5:33 p.m. Seconded by Vice Mayor Ploog. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

b. Return to open session. Discussion/possible action on executive session items.

Return to open session at 5:57 p.m.

Motion: Councilor Pfaff moved to continue the item on Monday, April 28, 2025 at 3:00 p.m. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Pfaff) and zero (0) opposed.

10. Adjournment

Mayor Jablow adjourned the meeting at 8:21 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on April 22, 2025.

JoAnne Cook, CMC, City Clerk

Date



CITY COUNCIL AGENDA BILL

AB 3216
May 13, 2025
Appointments

Agenda Item: 4a

Proposed Action & Subject: Discussion/possible action regarding the appointment of our first Senior Poet Laureate and Youth Poet Laureate to serve a two-year term promoting and elevating literary arts in the City of Sedona in collaboration with Community Library Sedona.

Department Arts & Culture/Nancy Lattanzi

Time to Present 10 Minutes

Total Time for Item 30 Minutes

Other Council Meetings NA

Exhibits None

Finance Approval	Reviewed 4/21/25 BGW	
City Attorney Approval	Reviewed 4/21/25 KWC	Expenditure Required
		\$ 0
City Manager's Recommendation	Reviewed 4/23/25	Amount Budgeted
		\$ 0
		Account No. (Description)

SUMMARY STATEMENT

Background: After receiving direction from City Council in December 2024 to create a Poet Laureate program, a six-member work group was formed in January 2025 consisting of: two published poets, the City of Sedona's Arts & Culture Specialist and Director of Financial Services, the Executive Director and the Assistant Director of Community Library Sedona. This group reviewed anonymous applications submitted by 11 poets and two youth poets. After careful review and consideration, the applicants were narrowed down to five senior finalists and two youth. Six performed live during poetry month in April for the Moment of Art and one performed on video. The extended public performances were held at the Community Library Sedona, Mary Fisher Theater and outdoors at Tlaquepaque. A group of eight judges consisting of five work group members, a City Councilor, a previous City Councilor, and a high school English teacher attended and rated all performances. The final consensus recommended by the work group is to appoint _____ as the 2025 Sedona Poet Laureate and _____ as the 2025 Youth Poet Laureate.

Climate Action Plan/Sustainability Consistent: ☐ Yes - ☐ No - ☒ Not Applicable

Board/Commission Recommendation: ☐Applicable - X ☒Not Applicable

Alternative(s):

MOTION

I move to: approve the appointment of _____ as the 2025 Senior Poet Laureate and _____ as the 2025 Youth Poet Laureate, to serve a two-year term promoting and elevating the literary arts in the City of Sedona in collaboration with Community Library Sedona.



CITY COUNCIL AGENDA BILL

AB 3124
May 13, 2025
Regular Business

Agenda Item: 8a

Proposed Action & Subject: Discussion/possible action for approval of a Linking Agreement with KEAR Civil Corporation for the construction of the Northview Sewer Line Replacement Project in an amount not-to-exceed \$593,920.

Department Wastewater/ Roxanne Holland

Time to Present 5 min

Total Time for Item 15 min

Other Council Meetings N/A

Exhibits A. Linking Agreement

Finance Approval	Reviewed 4/21/25 BGW	Expenditure Required \$ 593,920 Amount Budgeted \$ 334,000 FY25 500,000 FY26 Account No. 59-5252-89-68C7 FY25 (Description) 59-5252-89-68J9 FY26
City Attorney Approval	Reviewed 4/21/25 KWC	
City Manager's Recommendation	Recommend approval ABS 04/23/25	
SUMMARY STATEMENT		

Background:

The sewer main in Northview Road is an inherited sewer main that was turned over to the City of Sedona as part of the consent decree which required the City to construct and operate a sewer collection system and wastewater treatment plant shortly after its incorporation.

The sewer main is in need of replacement as there are several areas of sagging pipe that prevent proper flow through the pipe and collect debris and allow for buildup of grease potentially leading to sanitary sewer overflows.

Typical maintenance of gravity sewer mains includes jetting (cleaning) of pipes on a 5-year rotation. Maintenance of sewer mains is essential to prevent buildup within the pipe and reduce the probability of a sanitary sewer overflow (SSO). In the last 5 years there have been 2 SSOs in this particular sewer main. Because of the condition of the Northview main and the resulting SSOs, the frequency of cleaning required has steadily increased over the last 10 years and now requires monthly cleaning to maintain adequate flow and service to residents along Northview Road.

Design for the Northview Sewer Main Replacement was completed in FY24. Staff is proposing construction be completed under a cooperative agreement with KEAR Civil Corporation. This allows direct selection of qualified contractors who have undergone competitive procurement with another municipality to meet procurement laws. KEAR Civil Corporation has provided a proposal to construct the sewer main replacement that staff feels is reasonable for the scope of work. The scope of work includes replacement of approximately 400 feet of 6-inch sewer main, upsizing of approximately 850 feet to 8-inch pipe, replacement of 10 sewer service lines from the sewer main to private parcel boundaries, and all associated restoration of asphalt, driveways, and landscaping within the area of disturbance.

The project was originally budgeted for \$350,000, however cost increases since design have resulted in higher than anticipated construction costs. The wastewater FY26 CIP includes unidentified projects for general collection system improvements, which are implemented on a prioritized basis. Staff is proposing to utilize a portion of the FY26 budget for these collection system improvements to supplement the cost of this project. The schedule for construction identifies completion in FY26 and therefore utilizing FY26 budgets is a feasible solution to the additional cost of construction.

Staff is recommending approval of the Linking Agreement with KEAR Civil Corporation due to the high priority of this sewer main replacement.

Climate Action Plan/Sustainability Consistent: ☐Yes - ☐No - ☒Not Applicable

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Council could elect to not approve the Linking Agreement with KEAR Civil Corporation which would result in continued increased maintenance and higher likelihood of SSO's in the Northview sewer main.

MOTION

I move to: Approve the Linking Agreement with KEAR Civil Corporation for the construction of the Northview Sewer Line Replacement Project in an amount not-to-exceed \$593,920.

**LINKING AGREEMENT
WITH
THE CITY OF SEDONA**

THIS LINKING AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 20__ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("City"), and KEAR Civil Corporation, a Domestic For-Profit (Business) Corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On January 29, 2021, the City of Flagstaff entered into a contract with Contractor to purchase the goods and services described in Service Contract for Job Order Professional Contracting Services: Water/Wastewater General Construction, Contract No. TER-2021-070-AG1 ("Cooperative Purchasing Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Sedona City Code (SCC) Section 3.05.020.C. permits the City to procure goods and services without the formal bidding process by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term/Termination.

- A. Term. The initial period of this Agreement is the period from the Effective Date of this Agreement until September 1, 2025, or at such time as the work in the Scope of Work is completed, whichever occurs first.
- B. Termination for Convenience. This Agreement is for the convenience of the City and may be immediately terminated without cause after receipt by the Contractor of written notice by the City. Upon termination for convenience, City shall pay Contractor for all work previously authorized and performed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, City shall have any remedy or right of set-off available at law and equity.
- C. Termination for Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within the time frame specified by City in a written

notice provided to Contractor specifying the breach and the requirements necessary to cure the breach. If the City terminates this Agreement for cause, the City may repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due to Contractor; (2) collection against the Performance Bond if applicable, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

- D. Payment Upon Termination for Convenience or for Cause. Upon any termination of this Agreement, no further payments shall be due from the City to Contractor unless and until Contractor has delivered to the CITY all documents and other work products prepared by Contractor in relation to this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty or termination charge be owed by City to Contractor in the event of termination.
- E. Appropriation of Funds. Every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and City shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.
- F. Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

2. Scope of Work.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions, and specifications of the Cooperative Purchasing Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement except as otherwise provided herein. In the event of any inconsistency or conflict between this Agreement, the Cooperative Purchasing Agreement, and any other document or Agreement between the parties with respect to the subject matter hereof, the terms and conditions of this Agreement shall control and govern to the extent necessary to remedy such inconsistency or conflict.
- C. Inspection; Acceptance. All work and Services performed by Contractor will be subject to inspection and acceptance by the City at reasonable times during Contractor's performance.
- D. Time. Time is of the essence for this Agreement. Contractor shall complete all items in the Scope of Work timely, efficiently and in accordance with any schedule set forth in Exhibit B.
- E. Corrections. Contractor shall promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be

necessary to correct any errors and/or omissions in the work, Services, documents, designs, specification, and/or drawings by Contractor, as applicable to the Scope of Work.

3. Compensation; Billing.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement attached hereto as **Exhibit A**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **Five Hundred Ninety Three Thousand Nine Hundred Twenty Dollars (\$593,920.00)**.
- C. Payment. Unless otherwise agreed to by the City in writing, Contractor will submit monthly invoices to the City. City will process and remit payment within thirty (30) days of receipt of a properly completed invoice and payment will be delinquent only thirty (30) days after the date received by City.
- D. Invoices. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. A properly completed invoice should contain, at a minimum, all of the following:
 - 1. Contractor name, address, and contact information;
 - 2. City PO Number;
 - 3. Project name
 - 4. Date of service or delivery;
 - 5. Description of materials or services provided;
 - 6. If materials provided, the quantity delivered and pricing of each unit;
 - 7. If applicable, mileage or travel costs; and
 - 8. Total amount due.
- E. Expenses. No reimbursable expenses or costs of any kind shall be paid by the City unless expressly approved by the City in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.
- F. Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.
- G. Disallowed Costs, Overpayment. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

4. Amendments. Changes to the Scope of Work, Compensation, or Term of this Agreement requires a written Amendment signed by both parties. If Contractor proceeds without such written amendment, Contractor shall be deemed to have waived any claims of unjust enrichment, quantum meruit or implied contract.
5. Indemnification. To the fullest extent permitted by law, Contractor will indemnify, defend and hold harmless City, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of Contractor, its officers, employees, agents or any tier of subcontractor in connection with Contractor's work or Services in the performance of this Agreement. In consideration of the award of this Agreement, Contractor agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by Contractor for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.
6. Insurance. The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following insurance coverages as required by the City, or greater coverages as may be required by the Cooperative Purchasing Agreement. **The Contractor shall submit certificate(s) of insurance from the Contractor's insurance carrier(s) and any applicable endorsements to the City contact identified in Section 14 of this Agreement for review and approval by the City.** The Certificate shall identify this Contract and shall provide coverages afforded under the policies shall not be cancelled, terminated, or limits reduced until at least thirty (30) days prior written notice has been given to the City.
 - A. Worker's Compensation Insurance:
 - Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.
 - Coverage B: Employer's Liability
 - Bodily Injury by accident \$1,000,000.00 each accident
 - Bodily Injury by disease \$1,000,000.00 policy limit
 - Bodily Injury by disease \$1,000,000.00 each employee
 - B. Commercial General Liability Insurance (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
 - C. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the Contractor's owned, hired or non-owned automobiles assigned to or used in the performance of the Services. Certificate

to reflect coverage for either “Any Auto” or “All Owned, Scheduled, Hired or Non-Owned.”

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a Material Breach of this Agreement upon which the City may immediately terminate this Agreement.

All policies shall provide primary coverage and **waivers of subrogation by endorsement** or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged. Blanket endorsements are acceptable.

The following policies shall include **Additional Insured endorsements** with the City of Sedona as the additional insured: Automobile Liability Insurance and Commercial General Liability. Blanket endorsements are acceptable.

7. Licenses and Permits. Contractor and any subcontractors will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
8. Non-Assignability. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
9. Venue; Jurisdiction; Jury Trial Waiver. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.
10. Independent Contractor. Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor shall make no representation that it is the employee of City for any purpose.
11. Non-discrimination. Contractor, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. “Discrimination” means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).
12. Legal Worker Requirements. The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. §

23-214(A). Therefore, Contractor agrees that: i. Contractor and each subcontractor/subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A; ii. A breach of a warranty under paragraph i will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement; and iii. The City retains the legal right to inspect the papers of any Contractor or subcontractor/subconsultant employee who works on the Agreement to ensure that Contractor or any subcontractor/subconsultant is complying with the warranty under paragraph i.

13. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in People's Republic of China. As applicable, Contractor certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

14. Notices. Any notice or communication between Contractor and City that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented, sent via email, or sent pre-paid, first-class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: Ian Coubrough, Procurement Officer
102 Roadrunner Drive
Sedona, AZ 86336

Via email: icoubrough@sedonaaz.gov

CONTRACTOR: KEAR Civil Corporation
Attn: Mike Fossett, President
3100 Caden Ct.
Flagstaff, AZ 86004

Via email: mike.fossett@kearcorp.com

15. Continuation During Disputes. Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Agreement, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
16. Dispute Resolution. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties.

The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.

17. Remedies Upon Breach. If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. The parties agree that in the event of litigation arising from this agreement, neither party shall be entitled to an award of attorney fees, either pursuant to contract, pursuant to A.R.S. § 12-341.01 (A) AND (B), or pursuant to any other state or federal statute, court rule, case law, or common law.
18. Written Assurance of Intent to Perform. Whenever one party to this Agreement in good faith has reason to question 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 days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.
19. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Contractor acknowledges that all documents provided to the City may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions.
20. Use of City Seal/Logo. Contractor shall not use, or allow another entity to use, the City seal/logo for the purpose of advertising or promoting the sale of any article of merchandise within this state or for promoting any other commercial purpose. Contractor is authorized to use City's name on a list of client names.
21. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by City shall not constitute a waiver of any of the other terms or obligations of this Agreement.
22. Entire Agreement. This Agreement, together with the attached exhibits, is the entire agreement between Contractor and City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.

(Signatures to follow on next page.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

CITY OF SEDONA, ARIZONA

Anette Spickard, City Manager

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

Contractor Name

By:_____

Printed Name: _____

Title:_____

I hereby affirm that I am authorized to enter into and sign this Agreement on behalf of Contractor.

EXHIBIT A
Cooperative Purchasing Agreement

SERVICE CONTRACT

**PROFESSIONAL SERVICE CONTRACT
FOR
JOB ORDER PROFESSIONAL CONTRACTING SERVICES:
WATER/WASTEWATER GENERAL CONSTRUCTION
Contract No.: 2020-100**

This Contract for the On-Call Professional Services (Contract) is made by and between the City of Flagstaff (Owner), an Arizona municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and KEAR Civil Corporation, an Arizona Corporation with offices at 3100 N. Caden Ct., Flagstaff, AZ 86004 (Firm), effective as of the date written below.

RECITALS

A. The Owner desires to enter into this Contract in order to obtain services of a Firm for the On-Call Professional services [Service Name], as outlined in the Scope of Work/Specifications section of the RSOQ document; and

B. Firm has available and offers to provide the personnel necessary to provide said services within the required time in accordance with the Scope of Services included in this Contract;

For the reasons recited above, and in consideration of the mutual covenants contained in this Contract, the Owner and Firm agree as follows:

1. SERVICES TO BE PERFORMED BY FIRM

Firm agrees to perform the following services:

1.1 Firm agrees to provide the services as set forth in detail in Exhibit "A" attached and incorporated in this Contract. All of the terms and conditions set forth in this RSOQ pertaining to the services set forth in Attachment A, including all standard terms and conditions shall be incorporated in this Contract as if fully set forth herein.

1.2 Firm warrants that all materials, services or construction delivered under the Contract shall conform to the specifications of the Contract. The Owner's receipt or inspection of the materials, services, or construction specified shall not alter or affect the obligations of Firm or the rights of the Owner under the foregoing warranty.

1.3 All services, information, computer program elements, reports and other deliverables which may be created under the Contract are the sole property of the Owner and shall not be used or released by Firm or any other person except with prior written permission of the Owner.

2. COMPENSATION OF FIRM

Firm agrees to provide all of the services set forth in Exhibit "A" for prices not to exceed the amounts set forth in the fee. Firm agrees that any specific scopes of work for individual Job Order Construction Contracts will have specific and mutually agreed upon fee schedules attached.

3. RIGHTS AND OBLIGATIONS OF FIRM

3.1 Independent Firm. The parties agree that Firm performs specialized services and that Firm enters into this Contract with the Owner as an independent contractor. Nothing in this Contract shall be construed to constitute Firm or any of Firm's agents or employees as an agent, employee or representative of the Owner. As an independent contractor, Firm is solely responsible for all labor and expenses in connection with this Contract and for any and all damages arising out of Firm's performance under this Contract.

3.2 Firm's Control of Work. All services to be provided by Firm shall be performed as determined by the Owner in accordance with the Scope of Services set forth in Exhibit "A." Firm shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Contract. Firm shall be responsible for, and in full control of, the work of all such personnel.

3.3 Reports to the Owner. Although Firm is responsible for control and supervision of work performed under this Contract, the services provided shall be acceptable to the Owner and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Firm to the Owner and the right of the Owner, as set forth in the Scope of Services, and the right of the Owner to audit Firm's records.

3.4 Compliance with All Laws. Firm shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Contract. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Contract shall be deemed inserted, whether or not such provisions appear in this Contract.

4. NOTICE PROVISIONS

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

To the Owner's Authorized Representative

To Firm:

Matthew Luhman, CPP, CPPB
Purchasing Manager
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
mluhman@flagstaffaz.gov
928.213.2278

Mike Fossett, President
KEAR Civil Corporation
3100 N. Caden Ct.
Flagstaff, AZ 86004
mike.fossett@kearcorp.com
623-742-2310

5. INDEMNIFICATION

To the fullest extent permitted by law, Firm shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") including claims for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Firm or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Firm to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Firm from and against any and all claims. It is agreed that Firm shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Firm shall waive all rights of subrogation against

the City of Flagstaff, its officers, officials, agents and employees for losses arising from the work performed by Firm for the City of Flagstaff.

6. INSURANCE

Firm and subcontractors shall procure and maintain insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Contract by the Firm, Firm's agents, representatives, employees or contractors until all of their obligations under this Contract have been discharged, including any warranty periods. The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Owner does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Firm from liabilities that might arise out of this Contract, and Firm is free to purchase such additional insurance as Firm may determine is necessary.

6.1. Minimum Scope and Limits of Insurance. Firm shall provide coverage at least as broad and with limits not less than those stated below.

6.1.1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacement thereof)

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$500,000
Medical Expense (any one person)	Optional

6.1.2. Automobile Liability - Any Automobile or Owned, Hired and Non-owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof)

Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
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6.1.3. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

6.1.4. Professional Liability \$1,000,000

6.2 Self-insured Retention/Deductibles. Any self-insured retentions and deductibles must be declared to and approved by the Owner. If not approved, the Owner may require that the insurer reduce or eliminate such self-insured retentions with respect to the City of Flagstaff, its officers, agents, employees, and volunteers.

6.3. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

6.3.1 Commercial General Liability and Automobile Liability Coverages. The City of Flagstaff, its officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the Premises subject to this Contract and activities performed by or on behalf of the Firm, including products and completed operations of the Firm; and automobiles owned, leased, hired or borrowed by the Firm.

6.3.2 The Firm's insurance shall contain broad form contractual liability coverage.

6.3.3 The City of Flagstaff, its officers, officials, agents and employees volunteers shall be named as additional insureds to the full limits of liability purchased by the Firm even if those limits of liability are in excess of those required by this Contract.

6.3.4 The Firm's insurance coverage shall be primary insurance with respect to the City of Flagstaff, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Flagstaff, its officers, officials, agents and employees, shall be in excess of the coverage of the Firm's insurance and shall not contribute to it.

6.3.5 The Firm's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.3.6 Coverage provided by the Firm shall not be limited to the liability assumed under the indemnification provisions of this Contract.

6.3.7 The policies shall contain a waiver of subrogation against the City of Flagstaff, its officers, officials, agents and employees for losses arising from work performed by Firm for the Owner.

6.6 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Owner. When cancellation is for non-payment of premium, then at least ten (10) days' prior notice shall be given to the Owner. Notices required by this section shall be sent directly to Matthew Luhman, Purchasing Manager, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

6.7 Acceptability of Insurers. Firm shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The Owner does not represent or warrant that the above required minimum insurer rating is sufficient to provide the Firm from potential insurer insolvency.

6.8 Verification of Coverage. The Firm shall furnish the Owner with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

6.8.1 The Owner must receive and approve all certificates of insurance before the Firm commences work. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Firm's and its subcontractors' obligations under this Contract have been met. The Firm's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

6.8.2 All certificates of insurance shall be sent directly to Matthew Luhman, Purchasing Manager, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001. The Owner's project/contract number and project description shall be noted on the certificates of insurance. The Owner reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The Owner shall not be obligated, however, to review any insurance policies or to advise Firm of any deficiencies in such policies and endorsements. The Owner's receipt of Firm's policies or endorsements shall not relieve Firm from, or be deemed a waiver of, the Owner's right to insist on strict fulfillment of Firm's obligations under this Contract.

6.9 Subcontractors. Firm's certificate(s) shall include all subcontractors as additional insureds under its policies, or Firm shall furnish to the Owner separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6.10 Approval. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City of Flagstaff's Attorney's Office, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this Contract:

7.1.1 Any material misrepresentation made by Firm to the Owner;

7.1.2 Any failure by Firm to perform its obligations under this Contract including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Contract due to a reason or circumstance within Firm's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Firm's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the Owner;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the Owner as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Firm's reasonable control;

7.1.2.6 Unsatisfactory performance as judged by the Contract Administrator;

7.1.2.7 Failure to provide the Owner, upon request, with adequate assurance of future performance;

7.1.2.8 Failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance; and

7.1.2.9 Any other acts specifically stated in this Contract as constituting a default or a breach of this Contract.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the Owner may declare Firm in default under this Contract. The Owner shall provide written notification of the Event of Default. If such Event of Default is not cured within seven (7) days of receipt of the notification, the Owner may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Contract as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Firm's compensation under this Contract;

7.2.1.5 The right to deem Firm non-responsive in future contracts to be awarded by the Owner; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The Owner may elect not to declare an Event of Default or default under this Contract or to terminate this Contract upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the Owner, and that if the Owner allows Firm to continue to provide the Services despite the occurrence of one or more Events of Default, Firm shall in no way be relieved of any of its responsibilities or obligations under this Contract, nor shall the Owner be deemed to waive or relinquish any of its rights under this Contract.

7.2.3 In the Event of Default by the Firm, the Owner shall not be liable to Firm for any amount, and Firm may be liable to the Owner for any and all damages sustained by reason of the default which gave rise to the termination.

7.3 Right to Offset. Any costs, including but not limited to attorney's fees, costs of remediation, and costs of delay, incurred by the Owner due to default of Proposer, or due to the Owner's exercise any of the remedies available to it under this Contract, may be offset by use of any payment due for services completed before the default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Firm shall be liable for and shall remit promptly to the Owner the balance upon written demand from the Owner.

7.4 Termination for Convenience. The Owner reserves the right to terminate, with or without cause, this Contract upon ninety (30) days written notice. The Owner shall be responsible only for those standard items or services which have been delivered and accepted. If any items being purchased are truly unique and therefore not saleable or useable for any other application, the Owner shall reimburse Proposer for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work in progress, and completed but undelivered goods, shall pass to the Owner after costs are claimed and allowed. Proposer shall submit detailed cost claims in an acceptable manner and shall permit the Owner to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

7.5 Amendment of Contract. This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the Parties.

8. GENERAL PROVISIONS

8.1 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 this Contract.

8.2 Jurisdiction and Venue. This Contract shall be administered and interpreted under the laws of the State of Arizona. Firm hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney's Fees. Subject to Section 8.11, if suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court, including an appellate court, may adjudge reasonable as attorney fees.

8.4 Severability. If any term or provision of this Contract shall be found by a court of competent jurisdiction to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, the remainder of this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

8.5 Successors and Assigns. No right or interest in the Contract shall be assigned by Firm without prior written permission of the Owner, and no delegation of any duty of Firm shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold approval and shall notify Firm of the Owner's position within fifteen (15) days of receipt of written notice by Firm. This Contract shall extend to and be binding upon the Firm, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Firm shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Firm shall sell its assets.

8.6 Subcontracts. No subcontract shall be entered into by Firm with any other party to furnish any service specified in this Contract without the advance written approval of the Owner. All subcontracts shall comply with Federal, State and local laws and regulations that are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth in the Contract which shall apply with equal force to the subcontract, as if the subcontractor were the Firm. Firm is responsible for contract performance whether or not subcontractors are used. The Owner shall not unreasonably withhold approval and shall notify Firm of the Owner's position within fifteen (15) days of receipt of written notice by Firm. Firm shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

8.7 Conflict of Interest. Firm covenants that Firm presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Contract. Firm further covenants that in the performance of this Contract, Firm shall not engage any employee or apprentice having any such interest. The parties agree that this Contract may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.8 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Contract.

8.9 Integration. This Contract represents the entire understanding of Owner and Firm as to those matters contained in this Contract, and no prior oral or written understanding shall be of any force or effect with respect to those matters, except for documents comprising the RSOQ Package that have been incorporated into this Contract. This Contract may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.10 Non-Appropriation. If the City Council does not appropriate funds to continue this Contract and pay for charges under this Contract, the Owner may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the Owner's payment obligations. The Owner agrees to give written notice of termination to the Firm at least thirty (30) days prior to any termination for a lack of funds and will pay to the Firm all approved charges incurred prior to Firm's receipt of such notice, subject to the availability of funds appropriated and budgeted by the Owner to fund payments under this Contract.

8.11 Non-Discrimination. Firm shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75-5 as modified by State Executive Order 99-4 or A.R.S. 41-1461 et. seq. The Firm shall be required to comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

8.12 Compliance with Federal Immigration Laws and Regulations. Firm hereby warrants to the Owner that the Firm and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Firm Immigration Warranty").

8.12.1 A breach of the Firm Immigration Warranty shall constitute a material breach of this Contract and shall subject the Firm to penalties up to and including termination of this Contract at the sole discretion of the Owner.

8.12.2 The Owner retains the legal right to inspect the papers of any Firm or Subcontractor employee who works on this Contract to ensure that the Firm or Subcontractor is complying with the Firm Immigration Warranty. Firm agrees to assist the Owner in regard to any such inspections.

8.12.3 The Owner may, at its sole discretion, conduct random verification of the employment records of the Firm and any of Subcontractors to ensure compliance with Firm's Immigration Warranty. Firm agrees to assist the Owner in regard to any random verifications performed.

8.12.4 The provisions of this Article must be included in any contract the Firm enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

8.13 Anti-Trust Violations. The Owner maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Firm. Therefore, to the extent permitted by law, Firm hereby assigns to the Owner any and all claims for such overcharges as to the goods or services used to fulfill this Contract.

8.14 Advertising. Proposer shall not advertise or publish information concerning the Contract, without the prior written consent of the Owner.

8.15 Inspection. All material, services or construction are subject to final inspection and acceptance by the Owner. The Owner may, at reasonable times and at its expense, inspect the plant or place of business of Firm or its subcontractor(s) which is related to the performance of this Contract. This right of inspection and supervision shall include, but not be limited to the right of the Owner to audit Firm's records.

8.16 No Third-Party Beneficiaries. The parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

8.17 Assignment. Firm shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. No right or interest in this Contract shall be assigned, in whole or in part, by Firm without prior written permission of the Owner and no delegation of any duty of Firm shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Firm agrees that any assignment agreement between Firm and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Contract and that Firm shall also remain liable under all obligations, terms and conditions of this Contract.

8.18 Notice. Many notices or demands required to be given, pursuant to the terms of this 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.

8.19 Records. The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine Firm's records related to this Contract. Firm shall retain all records related to this Contract for a period consistent with the Owner of Flagstaff's records retention policy. This record retention requirement shall remain in effect following termination of the Contract.

9. SPECIAL TERMS AND CONDITIONS

9.1 Job Order; Authorization to Proceed. All proposed work under this Contract shall be performed pursuant to the issuance of individual Job Orders. Firm shall perform no work under this Contract until or unless a written Job Order has been issued by the Owner and executed by the Parties, which Job Order describes the specific services and the time of performance requested by the Owner. Firm shall respond to each Job Order issued by the Owner by submitting a written fee proposal and time required to complete the specific services requested in the Job Order. When the Job Order is agreed to and executed by both Parties, the Job Order shall constitute Firm's authorization to proceed with the requested services. All Firm invoices shall reference the Job Order number and shall contain an itemization of all hours and expenses per the Price Schedule.

9.2 Technical and Professional Requirements; Key Personnel. Firm shall be professionally licensed and qualified in all pertinent disciplines for consulting services required under this Contract. It is essential that Firm provide adequately experienced personnel who are capable of, and devoted to, the successful accomplishment of all services performed under this Contract. Key personnel to be assigned to the project shall be identified in writing to the Owner by Firm at the time of Notice to Proceed. At a minimum the Firm shall identify for the Owner's written approval, the project manager who shall be empowered to act for the Firm in accordance with this Contract in all matters relating to the technical administration of services to be provided. Authorization for changes in key personnel must be requested in writing by the Firm.

9.3 Subcontracts. At the time subcontracted services are anticipated, the Firm shall notify the Owner of the nature of, and need for, such services and identify the proposed subcontracting contractor. The Firm must receive approval in writing from the Owner prior to utilization of any subcontractor other than the parties listed in this article. The Firm is authorized by the Owner to subcontract work having a cost which will not exceed 30 percent (30%) of the total amount of compensation due under this Contract. The Firm shall be responsible to the Owner for the actions of persons and contractors performing subcontract work.

9.4 Rights and Obligations of Firm

9.4.1 Work Schedule: Upon receipt of an executed copy of a Job Order, the Firm shall prepare a work schedule. The work schedule shall include:

9.4.1.1. Events which will satisfy SECTION 1. Services to be performed by the Firm.

9.4.1.2 Date each event shall start and its duration.

9.4.1.3 Critical relationship of events.

9.4.1.4 Name(s) of the person(s) responsible for the project. The work schedule shall provide for the completion of SECTION I services not later than 365 calendar days from the written Notice-to-Proceed.

9.4.1.5 The schedule shall be updated periodically as necessary.

9.4.1.6 The Firm agrees to maintain adequate resources to provide the described services within the time provided in the agreed upon schedule. Failure to adhere to the schedule may result in termination of this contract.

9.5 Maintenance of Documents. Firm shall deliver to the Owner copies of reports, specifications and drawings prepared under the terms of this Contract. If drawings are prepared, the Owner will be provided with a set of full-size reproduces. Originals of design and study notes, calculations, correspondence and similar material will be filed by the Firm and made available to the Owner on Request. Copies will be furnished to the Owner by the Firm at cost. Except as otherwise provided herein, documents prepared under the terms of this

Contract will not be used by the Owner on other projects or extensions to this project except with the written agreement of the Firm.

9.6 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in the Planned Consulting Services, thereby materially increasing or decreasing the cost of the performance, the work will be performed in accordance with the contract and as directed; provided however, that before such work is started, a contract change order shall be approved and executed by the Owner and the Firm. Additions to, modifications, or deletions from the project provided herein may be made and the compensation to be paid to the Firm may be adjusted accordingly by mutual agreement of the Owner and Firm. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Firm will be allowed by the Owner except as provided herein, nor shall the Firm do any work, or furnish any materials not covered by this Contract unless such work is first ordered in writing.

9.6.1 Any such work or materials furnished by the Firm without such written order first being given shall be at his own risk, cost, and expense, and Firm hereby agrees that without such written order he will make no claim for compensation for such work or materials furnished.

9.7 Completeness and Accuracy of Firm's Work. The Firm shall be responsible for the completeness and accuracy of his survey work, plans, supporting data, and Special Provisions prepared or compiled under his obligation for this project and shall correct, at his expense, all errors or omissions therein which may be disclosed during the review of the plans.

9.7.1 All documents prepared by the design professional shall bear the stamp or seal of the design professional. All preparation of technical and related documents shall be completed in accordance with the prevailing Arizona law.

9.7.2 Correction of engineering errors or omissions disclosed and determined to exist by the Owner during the construction of the project shall be accomplished by the Firm. The cost of the design necessary to correct those errors attributable to the Firm and any expense incurred by the Owner as a result of additional construction costs caused by such engineering errors shall be chargeable to the Firm. The fact that the Owner has accepted or approved the Firm's work shall in no way relieve the Firm of any of his responsibilities. Should the Firm be contracted to perform construction inspection of the project, he shall be responsible for errors and omissions in construction inspection disclosed and determined to exist by the Owner during and subsequent to the construction of the project. Firm's duty in the construction inspection phase is to assure Owner that the project is constructed in conformity with detailed plans and specifications and the cost of design necessary to correct errors and omissions in inspection attributable to the Firm and any expense incurred by Owner as a result of additional construction costs caused by such errors shall be chargeable to the Firm. Acceptance or approval by Owner of Firm's work shall not relieve Firm of inspection responsibilities.

9.8 General Responsibilities and Obligations of Firm. The Firm is employed to render a professional service only, and any payments made to him are compensation solely for such services as he may render and recommendations he may make in carrying out the work. The Firm shall follow the practice of the profession to make findings, opinion, factual presentations, and to offer professional advice and recommendations. To the fullest extent permitted by law, the Firm shall defend, indemnify and hold harmless the City of Flagstaff, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Firm, its employees, agents, or any tier of subcontractors in the performance of this Contract. The Firm's duty to defend, hold harmless and indemnify the City of Flagstaff, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Firm or any tier

of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Firm may be legally liable.

9.8.1 The amount and type of insurance coverage requirements set forth herein (Section, 7. Insurance) will in no way be construed as limiting the scope of the indemnity in this paragraph.

9.8.2 In performing construction management services, Firm shall act as agent of the Owner. The Firm's review or supervision of work prepared or performed by other individuals or contractors employed by the Owner shall not relieve those individuals or contractors of complete responsibility for the adequacy of their work.

9.8.3 It is understood that any resident consulting or inspection provided by the Firm is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or assurance with respect to the performance of a contractor. The Firm does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

9.8.4 The Firm agrees to notify the owner of any potential unsafe conditions observed at a construction site while performing resident consulting services. It is understood that the resident Firm will perform the aforesaid services only as incidental to the agreed consulting services and only while at the site; no duty to inspect for unsafe conditions is accepted by the resident Firm.

9.9 Cooperative Use Of Contract. This Contract resulting from the RSOQ may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been executed between the City of Flagstaff, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The Contract may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Contract who wish to cooperatively use the contract are subject to the approval of Vendor.

The City of Flagstaff is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Vendors at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Vendor(s) contract, as awarded.

10. DURATION

This Contract shall become effective on and from the date it is executed by the Parties and shall continue for a period of **three (3) consecutive years**, unless sooner terminated as provided in this Contract. The Owner reserves the right to unilaterally extend the period of the Contract for up to four (4) additional ninety (90) day term extensions beyond the stated termination date. The Contract may be renewed in writing for a supplemental period of up to **two (2) additional one-year terms, at the discretion of the Owner**. The City Council authorizes the City of Flagstaff Purchasing Director to administratively renew and extend this Contract for the additional terms specified in this paragraph. Any additional renewals or extensions, other than those specified in this paragraph, must be approved by the City Council.

11. FORCE MAJEURE

The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work

that is the subject of this Contract, as set forth in Exhibit A. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the City will pay no additional costs incurred as a result of such events.

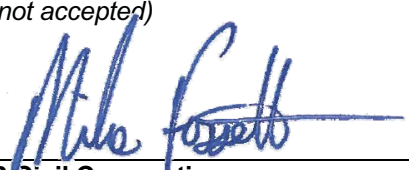
The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

City of Flagstaff

Firm

City Manager



KEAR Civil Corporation
Mike Fossett, President

Attest:

City Clerk

Approved as to form:

City Attorney

Date of Execution: January 29, 2021

EXHIBIT A

Scope of Work

GENERAL

A Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Firm will perform an ongoing series of individual projects (Job Orders) at different locations, often simultaneously, throughout the City of Flagstaff.

Once the successful Firms are selected, a Scope of Work for each Job Order discipline may be provided by the Owner to a number of Firms to solicit competitive price proposals.

The maximum cost per Job Order is \$1,000,000. The annual cap per Firm is \$5,000,000.

Construction services covered by the JOC will include, but are not limited to the following:

- Provide preconstruction services;
- Serve as the general contractor during construction;
- Coordinate and manage subcontractors during construction;
- Coordinate with all utilities;
- Attend public meetings and issue notifications (when required);
- Arrange for procurement of materials and equipment;
- Schedule and manage site operations;
- Continue use of a collaborative process;
- Provide quality controls;
- Bond and insure the construction;
- Comply with all federal, state and local permitting requirements;
- Acquire all applicable permits
- Maintain a safe work site for all project participants;
- Commissioning;
- Prepare and turn over record drawings (when required);
- Provide operations and maintenance manuals (when required).

SCOPE OVERVIEW

The Owner is in need of general contracting (vertical, horizontal, water/wastewater plant, landfill, construction services for minor and major construction projects, maintenance, renovations, repairs, additions, demolition, re-constructions and alteration services to the Owner's facilities and civil infrastructure. The Firm will be required to furnish all materials, equipment and personnel necessary to manage and accomplish each project.

All work performed by the Firm shall meet all applicable federal, state and local codes and the Firm shall be required to obtain all required permits and inspections.

For all of Owner's projects, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. CoF Engineering Standards and Specs
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

The Firm may be required to attend a scoping meeting for each project and be prepared to discuss the following topics:

- The general scope of the work.
- Applicable designs or sets of plans that guide the project
- Methods and alternatives for accomplishing the work and value engineering.
- Access to the site and protocol for admission / access.
- Hours of construction operation.
- Staging area.
- Specific quality requirements for equipment and material.
- Requirements for catalog cuts, technical data, samples, shop drawings and incidental design.
- The presence of hazardous materials.
- Temporary services and shutoffs.
- Safety issues / concerns and procedures.
- Construction duration.
- Date on which price proposal is due.

When a particular project is offered to the Firm, the Firm shall provide a written price proposal for a specific scope of work including a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and Project Schedule and Subcontractor List. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Firm unless change orders are pre-approved by the Owner. Price proposal shall follow the pricing format sample in *Attachment D Sample Proposal Format* of the attached Sample JOC Construction Contract (*Attachment C*).

By executing a price proposal, the Firm represents that the Firm has visited the project site(s) and become familiar with the construction documents and the local conditions under which the work is to be performed. The Owner does not undertake to represent or warrant the site or local conditions.

The Owner reserves the right to reject the Firm's selection of subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each project shall be cause for rejection of the price proposal as non-responsive.

The Owner reserves the right to request Job Order proposals from more than one JOC Firm for competitive

purposes. Pricing may be determined by **R.S. Means™ Cost data or Open Book Pricing** consisting of Firm's subcontractor price quotes that are shared with and approved by the Owner. The Owner reserves the right to determine the pricing method on a project by project basis.

A separate Purchase Order must be issued for each Job Order before the commencement of any work by the Firm. A Purchase Order will reference the detailed Scope of Work and amount of compensation.

Payment and performance bonds are required for ALL projects for the full amount of the project. The Owner, at its sole discretion, may waive this requirement for small projects.

Within seventy-two (72) hours of the announcement of the project award, Firm shall tender a performance and payment bond for the Owner to review. This bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this State as issued by the Director of Insurance pursuant to ARS § Title 20, Chapter 2, Article 1. The bond shall conform to the requirements of ARS § Title 20, Chapter 6, Article 8; shall name the City of Flagstaff, a political subdivision of the State of Arizona, as the beneficiary/insured; if as a performance bond shall specifically assure the full and final completion of the scope of work entered into herein, and if as a payment bond shall be in an amount not less than the contract price for the full scope of work contracted for herein. The surety shall be a reputable company as determined by the Owner, and the bond shall otherwise be satisfactory in its scope and content as determined by the Owner in his/her sole and absolute judgment.

In the event the Firm fails to provide to the Owner with the certificate and proof of bond assurance within seventy-two (72) hours of the announcement of the project award then the Owner reserves the right to unilaterally rescind the Firm's award of this project.

In the event the Firm provides to the Owner the certificate and proof of bond assurance and the Owner determines that the certificate and/or assurance is inadequate in any regard, then the Owner reserves the right to unilaterally rescind the Firm's award of this project. The Owner's judgment as to the adequacy of the certificate and the assurance is absolute and final but must be exercised not later than the date and time when the Owner issues to the Firm the Notice to Proceed with the project. The Owner waives any objection to the Owner's adequacy determination if made after the Notice to Proceed is issued unless it is later determined by the Owner that the tender of proof required herein was made by the Firm, its agents, employees or persons acting on Firm's behalf, in a manner that is fraudulent or in a manner that demonstrates a negligent misrepresentation of material facts, as determined by the Owner's sole and absolute judgment.

The Firm shall commence work on the date set forth in the Notice to Proceed. Time being of the essence of this Contract, the Firm shall therefore prosecute the work diligently, using such means and methods of construction as will assure final completion within the time specified in the written price proposal.

The Firm shall supervise and direct the work, using the best skill and attention and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

The Firm shall keep on the site, during the performance of all work, a competent superintendent who is fluent in English and any necessary assistants, all satisfactory to the Owner. The superintendent shall represent the Firm and have authority to act for the Firm. The Firm or qualified representative shall attend meetings with the Owner, at a frequency as determined by the Owner, for the purpose of coordinating or expediting the work.

Safety. During the construction process, the Firm shall comply with all applicable federal, state and County health and safety laws and regulations including, but not limited to all applicable "OSHA Standards for the Construction Industry" shall be followed, including, but not limited to, 29 CFR Part 1926, Subpart P – Excavations. All construction equipment and materials shall be safely fenced off from public access during the entirety of the project. Knowing and following OSHA Safety Standards is the Firm's responsibility. The Owner may stop construction on a project until safety concerns have been corrected.

During construction the Firm shall supply the work area (job site) with a minimum of one portable chemical toilet, or more as necessary or directed by the Owner for larger projects.

The Firm shall keep the premises free from accumulations of waste material or rubbish caused by their employees or work. At the completion of the work the Firm shall remove all the rubbish from the site and all tools, scaffolding and surplus materials.

To determine the date of final completion of a particular project, final inspection of the work by the Owner shall be made within five (5) working days after receipt of the Firm's written request. The work will be deemed finally complete as of the date of such inspection if, upon such inspection, the Owner determines that the Firm has achieved final completion. However, if such inspection, in the sole opinion of the Owner, reveals items of work still to be performed, the Firm shall promptly perform them and then request a re-inspection.

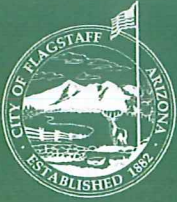
WATER/WASTEWATER PLANT CONSTRUCTION

SERVICES TO BE PERFORMED BY FIRM

Firm agrees to perform any or all (but not limited to) the following services which will be specifically enumerated on individual JOC Construction Contracts and Purchase Orders as amendments to this contract:

Services will pertain to all City of Flagstaff owned Water Treatment Plants and Wastewater Treatment Plants, including any substructure needs for performing required services

- Conceptual Cost Estimating
- Design Assistance
- Scheduling
- Value Engineering
- Mechanical construction
- Millwright construction
- Civil construction
- Structural Concrete
- Electrical
- Instrumentation and Controls
- Equipment Installation
- Demolition



CITY OF FLAGSTAFF

TER-2021-070-AG1-EX2

12/11/2024

Mike Fossett, President
KEAR Civil Corporation
3100 N. Caden Ct.
Flagstaff, AZ 86004
mike.fossett@kearcorp.com

**RE: Contract Name: Job Order Professional Contracting Services: Water/Wastewater
General Construction**

Contract No.: TER-2021-070-AG1

CONTRACT EXTENSION NO.: 2

The City of Flagstaff entered into contract #TER-2021-070-AG1 with KEAR Civil Corporation on 1/29/2021 for Job Order Professional Contracting Services: Water/Wastewater General Construction, as may have been amended (hereafter referred to as the "Contract").

The current Contract Extension no. 1 commenced on 1/29/2024 and will expire on 1/28/2025. The Contract provides for two (2) one-year Contract extensions with the same terms and conditions as the original Contract by mutual agreement between the City of Flagstaff and KEAR Civil Corporation.

The City of Flagstaff is requesting your consideration of this 2nd one-year Contract extension, effective 1/29/2025 to 1/28/2026. If your organization is willing to continue services for the 2nd one-year Contract extension, please sign and return this formal letter within ten (10) business days via email to Grants.Contracts@flagstaffaz.gov.

Please let the Grants, Contracts, and Emergency Management Office know if you have any questions or concerns regarding this extension by emailing the above address.

Sincerely,

 Digitally signed by Stacey
Brechler-Knaggs
Date: 2024.12.11 15:47:40 -07'00'

Stacey Brechler-Knaggs
Grants, Contracts, & Emergency Management Director

KEAR Civil Corporation hereby agrees to the 2nd one-year Contract extension per the terms, conditions, as well as the scope of work outlined in Contract #TER-2021-070-AG1 dated 1/29/2021.


Authorized Signature

Mike Fossett
Name (Printed)

12/18/24
Date

President
Title

EXHIBIT B
Scope of Work



April 3, 2025

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
Attn: Roxanne Holland

Reference: JOC- Flagstaff
Subject: Northview Sewer Line Replacement

Dear Roxanne Holland,

We are pleased to submit our proposal for the necessary work on the Northview Sewer Line Replacement. This letter outlines the scope of work and the associated quote for the project.

Scope of Work will include

- Traffic Control
- Clearing and Grubbing
- Trench Excavation
- Sawcut and repair asphalt pavement
- Remove existing 6" PVC sewer pipe
- Install new 4", 6" and 8" PVC sewer piping w/bedding
- Backfill and compaction of sewer trenches
- Driveway pour backs to be done in one pour. Additional/split pours excluded.
- Sewer Bypass Pumping includes work around provisions, not just actual pump operations. (To be billed as sewer is installed)
- Excludes replacement of any trees, shrubs, or plants.
- Landscape restoration includes replacement of any hardscape or rock features.
- Mailbox removal and replacement

During operations, the KEAR supervision team will oversee the process and provide regular progress reports. Enclosed, you will find the detailed quote for the work outlined above. We believe that our proposal provides a thorough solution to the repair and updating of the sewer line along a portion of Northview Dr.

We are committed to delivering this project with the highest standards of quality and efficiency. Please review the attached proposal and do not hesitate to contact us should you have any questions or require further clarifications.

We look forward to the opportunity of working with you on this important project and are eager to bring our expertise to ensure its successful completion. Please let us know your decision at your earliest convenience so that we can schedule the work and proceed accordingly.

Thank you for considering our proposal. We are excited about the prospect of contributing to the maintenance and improvement of the sewer line on Northview.

Sincerely,
KEAR Civil Corporation

Julie Clark
Project Manager



KEAR Civil Corporation

22555 N 20th Ave., Phoenix, AZ 85027 | Ph 623-742-2329
AZ ROC License 231544 A; 231545 B-1 | www.kearcorp.com

PROPOSAL

Project: **Northview Sewer Line Replacement** Date: **4/3/25**
Location: **Sedona, AZ** Proposal #: **25-0010**

To: **City of Sedona** Contact: **Roxanne Holland**
Address: **102 Roadrunner Dr** Phone: **928-204-7111**
Sedona, AZ 86336 email: rholland@sedonaaz.gov

Plans by: **ADC - 11 Pages**
Dated 3-12-24

Specifications **None**

Soils Rpt By: **N/A**

ITEM	Description	Quantity	Unit	Unit Price	Total
1	SWPP	1	LS	\$ 19,920.00	\$ 19,920.00
2	TRAFFIC CONTROL	1	LS	\$ 23,610.00	\$ 23,610.00
3	CLEARING AND GRUBBING	1	LS	\$ 22,140.00	\$ 22,140.00
4	SEWER BYPASS PUMPING	1	LS	\$ 51,650.00	\$ 51,650.00
5	TRENCH EXCAVATION	465	CY	\$ 110.00	\$ 51,150.00
6	SAWCUT AND REPAIR ASPHALT PAVEMENT	20	SY	\$ 480.00	\$ 9,600.00
7	SAWCUT AND REPAIR CONCRETE DRIVEWAYS	252	SF	\$ 80.00	\$ 20,160.00
8	REPAIR GRAVEL DRIVEWAYS	28	SF	\$ 100.00	\$ 2,800.00
9	REPAIR PAVER DRIVEWAYS	40	SF	\$ 150.00	\$ 6,000.00
10	REMOVE EXISTING 6" PVC SEWER PIPE	1,255	LF	\$ 40.00	\$ 50,200.00
11	INSTALL NEW 8" PVC SEWER PIPING W / BEDDING	851	LF	\$ 130.00	\$ 110,630.00
12	INSTALL NEW 6" PVC SEWER PIPING W / BEDDING	404	LF	\$ 120.00	\$ 48,480.00
13	INSTALL NEW 4" PVC SEWER LATERAL (PIPE TO ROW LINE)	10	EA	\$ 3,170.00	\$ 31,700.00
14	BACKFILL AND COMPACTION OF SEWER TRENCHES	465	CY	\$ 230.00	\$ 106,950.00
15	LANDSCAPE RESTORATION	1	LS	\$ 28,780.00	\$ 28,780.00
16	MAILBOX REMOVAL AND REPLACEMENT	7	EA	\$ 1,450.00	\$ 10,150.00
Total:					\$593,920.00

ALTERNATES / UNIT PRICE ITEMS:					

PROJECT SPECIFIC CLARIFICATIONS:

This proposal includes one (1) mobilization for all work.
Driveway pourbacks to be done in one pour. Additional/split pours excluded.
Sewer Bypass Pumping includes work around provisions, not just actual pump operations. To be billed as sewer is installed)
Excludes replacement of any trees, shrubbs, or plants. Landscape resoration includes replacement of any hardscape or rock features.

EXCLUSIONS:

Permits; overtime; night work; weekend work; Davis Bacon wages; cadd as-builts; hard dig; unsuitable material handling\disposal; soil stabilization; lime stabilization; unknown\unforeseen utility relocations; franchise utility relocations; vertical realignments; dewatering; supply\install of water meters; roof drain tie-ins; asbestos remediation of any kind; any bid items\scopes not specifically listed above.

ACCEPTANCE

KEAR Civil Corporation **City of Sedona**

Julie Clark, Project Manager Date Date



CITY OF SEDONA
NORTHVIEW SEWER REPLACEMENT

Activity ID	Activity Name	Original Duration	Start	Finish	2025				
					Apr	May	Jun	Jul	Aug
13xx-1 Northview Sewer Replacement Baseline 04-10-25 Rev		88	03-Apr-25 A	11-Aug-25	11-Aug-25				
13xx-1.13xx-BL Administrative		25	03-Apr-25 A	14-May-25	14-May-25, 13xx-1.13xx-BL Administrative				
A1410	Submit Pricing Proposal to City of Sedona	1	03-Apr-25 A	03-Apr-25 A	Submit Pricing Proposal to City of Sedona				
A1420	City Council Approval	1	17-Apr-25*	17-Apr-25	City Council Approval				
A1430	Contract Issued to KEAR	5	18-Apr-25	24-Apr-25	Contract Issued to KEAR				
A1440	Issue Subcontract to EMC	2	25-Apr-25	28-Apr-25	Issue Subcontract to EMC				
A1445	Preconstruction Meeting	1	14-May-25	14-May-25	Preconstruction Meeting				
A1450	NTP	1	14-May-25*	14-May-25	NTP				
13xx-1.1 Procurement		10	29-Apr-25	12-May-25	12-May-25, 13xx-1.1 Procurement				
13xx-1.1.2 Submittal Approvals		10	29-Apr-25	12-May-25	12-May-25, 13xx-1.1.2 Submittal Approvals				
SUBM 1100	Submit & Approve SWPPP	10	29-Apr-25	12-May-25	Submit & Approve SWPPP				
SUBM 1110	Submit & Approve Traffic Control Plan	10	29-Apr-25	12-May-25	Submit & Approve Traffic Control Plan				
SUBM 1200	Submit & Approve PVC Pipe Materials	5	29-Apr-25	05-May-25	Submit & Approve PVC Pipe Materials				
SUBM 1300	Submit & Approve Pipe Bedding and Shading Materials	5	29-Apr-25	05-May-25	Submit & Approve Pipe Bedding and Shading Materials				
13xx-1.1.1 Material Delivery		5	06-May-25	12-May-25	12-May-25, 13xx-1.1.1 Material Delivery				
A 1000	Deliver PVC Pipe Materials	5	06-May-25	12-May-25	Deliver PVC Pipe Materials				
13xx-1.2 Construction		57	15-May-25	01-Aug-25	01-Aug-25, 13xx-1.2 Construction				
13xx-1.2.1 Pre Construction		5	15-May-25	21-May-25	21-May-25, 13xx-1.2.1 Pre Construction				
CON 1000	Mobilize to the Site	2	15-May-25	16-May-25	Mobilize to the Site				
CON 1100	Install Erosion Control Measures (SWPPP)	3	19-May-25	21-May-25	Install Erosion Control Measures (SWPPP)				
CON 1120	Setup Traffic Control Devices	2	19-May-25	20-May-25	Setup Traffic Control Devices				
13xx-1.2.2 Remove & Replace Sewer Pipe		40	21-May-25	15-Jul-25	15-Jul-25, 13xx-1.2.2 Remove & Replace Sewer Pipe				
CON 1310	R&R Sewer Pipe	40	21-May-25	15-Jul-25	R&R Sewer Pipe				
13xx-1.2.3 Driveway and Landscape Restoration		20	02-Jul-25	29-Jul-25	29-Jul-25, 13xx-1.2.3 Driveway and Landscape Restoration				
CON 1500	Landscape Restoration	15	02-Jul-25	22-Jul-25	Landscape Restoration				
CON 1510	Asphalt Replacement	5	23-Jul-25	29-Jul-25	Asphalt Replacement				
13xx-1.2.4 Demobilize		3	30-Jul-25	01-Aug-25	01-Aug-25, 13xx-1.2.4 Demobilize				
A1460	Remove Traffic Control Devices	1	30-Jul-25	30-Jul-25	Remove Traffic Control Devices				
A1470	Remove Erosion Control Measures	1	31-Jul-25	31-Jul-25	Remove Erosion Control Measures				
A1480	Demobilize	1	01-Aug-25	01-Aug-25	Demobilize				
13xx-1.4 Post Construction		6	04-Aug-25	11-Aug-25	11-Aug-25, 13xx-1.4 Post Construction				
PC 7000	Submit As-Built Data	5	04-Aug-25	08-Aug-25	Submit As-Built Data				
PC 7010	Project Complete	1	11-Aug-25	11-Aug-25	Project Complete				

- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- Summary





CITY COUNCIL AGENDA BILL

AB 3146
May 13, 2025
Regular Business

Agenda Item: 8b

Proposed Action & Subject: Discussion/possible action for approval of a Resolution authorizing an Intergovernmental Agreement for Construction and Administration of an Emergency Siren System between Coconino County (AZ) and the City of Sedona.

Department	Police Department/Chief Foley
Time to Present	N/A
Total Time for Item	10 minutes
Other Council Meetings	N/A
Exhibits	A. Resolution B. Intergovernmental Agreement

Finance Approval	Reviewed 4/21/25 BGW	
City Attorney Approval	Reviewed 4/21/25 KWC	Expenditure Required
		\$ N/A for year one
City Manager's Recommendation	Recommend approval ABS 4/23/25	Amount Budgeted
		\$ N/A for year one
		Account No. (Description)

SUMMARY STATEMENT

Background: The City of Sedona has created and implemented the Sedona Evacuation & Re-Entry Plan, which is an all-hazards life and safety response plan, establishing city official and partner roles and responsibilities for all-hazards evacuation and re-entry operations in the City of Sedona. The plan was created as a foundation for city officials and partners to build response capabilities with the expectation that ongoing preparedness efforts would be identified and addressed when needed.

In response to the establishment of this plan, and to increase communication and warnings during an emergency incident, Coconino County Emergency Management (CCEM) has identified a grant available to implement an Emergency Siren System in Uptown Sedona. This system will be similar to a civil defense siren and will be utilized to provide an emergency warning to the general population of an approaching or imminent danger. This will be a pilot program that, if successful, could be expanded and mirrored in other key locations throughout Sedona to increase emergency warning capabilities.

Uptown Sedona has been identified as the ideal location to implement the pilot program, as it generally has a higher concentration of tourists, who may not be alerted during an emergency situation through Nixle, Sedona's emergency notification system.

This IGA between CCEM and the City of Sedona establishes the parameters of the Emergency Siren System, including the design, construction, administration, and associated costs. It should be noted that, per the agreement, CCEM will absorb all financial responsibility for the initial implementation (“for the procurement, construction, installation, activation and first year’s licensing”) of the emergency siren system. The City of Sedona will be responsible for the cost of the administration, licensing, maintenance, and other operational expenses in the second year, and for each year thereafter. This cost is estimated to be approximately \$10,000 annually, but the actual cost will not be definitive until after the selection of a vendor (at the conclusion of CCEM’s RFP process).

The IGA will be an appendix referenced in the City of Sedona Emergency Operations Plan.

Climate Action Plan/Sustainability Consistent: ☐Yes - ☐No - ☒Not Applicable

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): N/A

MOTION

I move to: approve Resolution 2025-_____, authorizing an Intergovernmental Agreement for Construction and Administration of an Emergency Siren System between Coconino County (AZ) and the City of Sedona.

RESOLUTION NO. 2025-____

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
COCONINO COUNTY AND THE CITY OF SEDONA.**

BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF
SEDONA, ARIZONA THAT:

The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement (IGA) with the Coconino County Emergency Management (CCEM) for the construction and administration of an emergency siren system in Uptown Sedona, and the City Manager is authorized to execute said Agreement on behalf of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona,
Arizona this 13th day of May, 2025.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR
CONSTRUCTION AND ADMINISTRATION OF EMERGENCY SIREN SYSTEM
BETWEEN
COCONINO COUNTY, ARIZONA
AND
THE CITY OF SEDONA**

This Intergovernmental Agreement (“Agreement”) for the Construction and Administration of an Emergency Siren System is hereby entered into by and between Coconino County (“County”), a political subdivision of the State of Arizona, and the City of Sedona Police Department, a public agency of the State of Arizona (“Public Agency”)(collectively referred to as the “Parties”).

RECITALS

WHEREAS, County and Public Agency are empowered by A.R.S. §§ 11-951 *et seq.* and A.R.S. § 26-308(A) to enter into this Agreement.

WHEREAS, the Parties mutually desire that preparation shall be adequate to provide for the common defense against disaster; and,

WHEREAS, the Parties mutually desire to assure the coordinated preparation and execution of emergency siren systems for the preservation of life and property when disasters occur, or are likely to occur, in accordance with the guidance set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §§ 5121-5207; Post Katrina Emergency Management Reform Act of 2006, Public Law 109-295; applicable Federal Emergency Management Guides and Directives; and applicable State of Arizona Emergency Plans:

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between County and Public Agency as follows:

I. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the County will procure and install an emergency siren system for the Public Agency, as defined in Section IV below.

II. TERM

The term of this Agreement shall commence upon approval of the governing or authorizing Board of each Party (“Effective Date”) and be effective through December 31, 2026, unless sooner terminated as provided herein. This Agreement may be extended for additional time as needed to procure a disposition of property from AZ DEMA as set forth in Section IV.

III. TERMINATION

The Agreement may be terminated for cause or as set forth in Section V.D. by either party giving written notice of such intention to the other party not less than ninety (90) days of the desired date of termination.

IV. RESPONSIBILITIES

A. County Responsibilities:

1. Develop and publish a Request for Proposals for the design, construction, and activation of an emergency siren system in accordance with Coconino County procurement policies.
2. Serve as the project manager for all design and construction matters.
3. Assist Public Agency with determining suitable system location and design in compliance with City of Sedona ordinances.
4. Ensure compliance with grant funding requirements, including, but not limited to, environmental and historical preservation clearances, financial reporting for the life of the grant award, and
5. Serve as an alternate contact for siren activation when requested by the Public Agency.
6. Upon completion of construction and full implementation of the emergency siren system, the County will relinquish administration of the system to the Public Agency.
7. Upon the expiration of this Agreement, County will submit appropriate disposition documentation to the Arizona Department of Emergency and Military Affairs (AZ DEMA). Upon approval of disposition by AZ DEMA, full ownership of the emergency siren system shall transfer to Public Agency.

B. Public Agency Responsibilities:

1. Designate personnel to act as a liaison to the County and assist the County throughout the procurement, design, and construction process to ensure the project complies with applicable City of Sedona ordinances.
2. The Public Agency shall provide final approval of site locations.
3. Upon completion of construction and full implementation of the emergency siren system, the Public Agency will accept administration of the system from the County, to include any licensing, maintenance, or operational expenses.
4. Provide any documentation to the County that is required for grant reporting requirements for the life of the funding award.
5. Upon approval of disposition by AZ DEMA, accept full ownership of the emergency siren system.

V. FINANCING

- A. Each party represents that it has appropriated in its budget sufficient funds to meet its obligations under this Agreement for current fiscal year.
- B. The County will provide sufficient funds, not to exceed \$269,200, for the procurement, construction, installation, activation, and first year's licensing of the emergency siren system.

- C. The Public Agency will provide sufficient funds for the administration, licensing, maintenance, and other operational expenses once the system is fully functional.
- D. Payment obligations of each party under this Agreement are conditioned upon the availability of funds appropriated or allocated by the governing body of each party. If funds are not allocated and available for continuing this Agreement, this Agreement may be terminated by giving ninety days written notice. Except to the extent required by third-party contracts, no liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VI. CANCELLATION FOR CONFLICT OF INTEREST

The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

VII. IMMIGRATION AND SCRUTINIZED BUSINESS COMPLIANCE

- A. To the extent provisions of A.R.S. § 41-4401 are applicable, all Parties warrant to each other Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. § 23-214(A).
- B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.
- C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.
- D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.
- E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
- F. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

VIII. WORKERS' COMPENSATION

Pursuant to A.R.S. § 23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. However, the primary employer shall be solely liable for payment of worker's compensation benefits. As such, each party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

IX. NON-DISCRIMINATION

Both Parties shall comply with Arizona State Executive Order 2009-09, which mandates that all persons regardless of race, color, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act.

X. 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.

XI. ASSIGNMENT

Neither Party may assign any rights hereunder without the express, written, prior consent of both Parties.

XII. RECORDS

The Parties acknowledge that 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.*, except those records as may be appropriately excluded pursuant to provisions of those laws.

XIII. APPLICABLE LAW

This Agreement shall be governed and interpreted by the laws of the State of Arizona.

XIV. COMPLIANCE WITH ALL APPLICABLE LAWS

The Parties, and each of them individually, shall comply with all federal, state, and local laws, rules, and regulations as applicable.

XV. INSURANCE

Public Agency shall maintain adequate insurance to cover any liability arising from the acts and omissions of Public Agency's employees or agents arising out of the performance of this Agreement. Public Agency shall not be responsible for maintaining insurance to cover liability arising from the acts and omissions of the Coconino County Emergency Management's employees and agents.

Coconino County shall maintain adequate insurance to cover any liability arising from the acts and omissions of Coconino County employees or agents arising out of the performance of this agreement. Coconino County shall not be responsible for maintaining insurance to cover liability arising from the acts and omissions of Public Agency's employees and agents.

Each party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage.

XVI. ENTIRETY OF THE AGREEMENT

This Agreement supersedes any and all agreements, either written or oral, between the Parties with respect to the subject matter contained herein and contains all the covenants and agreements between the Parties with respect to the rendering of disaster and emergency management services. Except as otherwise provided any effective modification must be in writing signed by both Parties.

XVII. ARBITRATION

In the event of a dispute regarding the terms or the interpretation of this Agreement the PARTIES will consult with each other, in good faith, in an effort to settle the dispute. If the PARTIES are unable to settle the dispute, the Parties agree that the matter shall be arbitrated as provided in A.R.S. § 12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the Parties at such time as arbitration services are needed. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

XVIII. MUTUAL INDEMNIFICATION

To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractors, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third-party action against any of the Parties.

XIX. NOTICES

Any notices required or permitted to be given hereunder by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the Parties at the addresses appearing below, but each party may change such party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days mailing. Notices shall be addressed as follows:

To County to the attention of:

Tim Carter, Acting Director
Coconino County Department of
Emergency Management
2625 N. King Street
Flagstaff, AZ 86001

To Public Agency to the attention of:

Stephanie Foley
Chief of Police
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336

XX. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

XXI. AUTHORITY OF REPRESENTATIVE

Any individual executing this Agreement on behalf of a Party represents and warrants to the other Party that they are duly authorized to execute this Agreement on behalf of such Party, and that upon their signature this Agreement shall be binding upon the Parties.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
Signature page to follow

IN WITNESS HEREOF, the parties sign this Agreement;

COCONINO COUNTY (Coconino County Emergency Management):

Dated this ____ day of _____, 2025, upon approval of the Coconino County Board of Supervisors of this Agreement as represented by the signatures below:

ATTEST:

By: _____
Judy Begay, Chairwoman
Coconino County Board of Supervisors

By: _____
Lindsay Daley, Clerk
Coconino County Clerk of the Board

CITY OF SEDONA (Sedona Police Department):

Dated this ____ day of _____, 2025, upon approval of the City of Sedona's Governing Board of this Agreement and authorizing its representative to sign below:

ATTEST:

By: _____
Scott M. Jablow, Mayor
City of Sedona

By: _____
JoAnne Cook, City Clerk
City of Sedona

Certification of Contracting Agencies:

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties of the Agreement represented by the undersigned attorney.

Angela Lane, Deputy County Attorney
Attorney for Coconino County

Kurt W. Christianson, City Attorney
Attorney for City of Sedona



CITY COUNCIL AGENDA BILL

AB 3213
May 13, 2025
Regular Business

Agenda Item: 8c

Proposed Action & Subject: Discussion/possible action regarding approval of an Ordinance amending Sedona City Code Sections 2.10.040 Powers and duties of the mayor.

Department	City Attorney's Office
Time to Present	5 mins
Total Time for Item	30 mins
Other Council Meetings	February 12, 2025;
Exhibits	A. Ordinance B. 2025 Amendments to SCC

Finance Approval	Reviewed 4/21/25 BGW	
City Attorney Approval	Reviewed 4/21/25 KWC	Expenditure Required
		\$ xxx
City Manager's Recommendation	Recommend approval ABS 4/23/25	Amount Budgeted
		\$ xxx
		Account No. (Description)

SUMMARY STATEMENT

Background:

City Council discussed changes to the City Council Rules of Procedure and Policies during its Council Retreat and later again at the February 12, 2025 council meeting. One of the changes proposed was to clarify the role and duties of the mayor. The majority of Council directed staff to update the provisions of the Rules of Procedure which necessitated a review of City Code which contained the same language.

Staff are proposing to update SCC Section 2.10.040, Powers and duties of the mayor, by:

1. Updating the language to gender-neutral terms.
2. Removing the references to the mayor being the chief executive officer of the City.
3. Allowing the vice mayor to declare emergencies in the mayor's absence.
4. Allowing council, by majority vote, to terminate any declaration of emergency.

Pursuant to SCC Section 2.25.050, the proposed changes do not create a new ordinance, but amend an existing ordinance, SCC 2.10.040, and therefore two public meetings are not required for the adoption of these changes.

Climate Action Plan/Sustainability Consistent: ☐ Yes - ☐ No - ☒ Not Applicable

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): Not approve the proposed amendments.

MOTION

I move to: adopt Ordinance No. 2025-____, amending Sedona City Code Sections 2.10.040 (Powers and duties of the mayor).

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, DECLARING THE DOCUMENT TITLED “2025 AMENDMENTS TO SEDONA CITY CODE SECTION 2.10.040 POWERS AND DUTIES OF MAYOR” AS A PUBLIC RECORD, ADOPTING THE SAME BY REFERENCE, AND AMENDING THE SEDONA CITY CODE AS SET FORTH THEREIN; PROVIDING FOR SEVERABILITY, AND REPEAL OF CONFLICTING ORDINANCES.

WHEREAS, the City deems it necessary to adopt certain amendments to Sedona City Code Section 2.10.040, Powers and duties of mayor, in the best interests of the public.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, as follows:

Section 1. Adoption. That certain document titled the “2025 Amendment to Sedona City Code Section 2.10.040, Powers and duties of the mayor” (“SCC 2.10.040 Amendment”), of which one paper copy and one electronic copy are maintained, in compliance with A.R.S. § 44-701, on file in the office of the City Clerk as required by A.R.S. § 9-802, and available for public use and inspection during normal business hours, is hereby declared to be a public record and said copies thereof are hereby ordered to remain on file with the City Clerk. The Sedona City Code Section 2.10.040 (Powers and duties of the mayor) is hereby amended as set forth in the SCC 2.10.040 Amendment, which is hereby referred to, adopted, and made a part hereof as if fully set forth herein.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the SCC 2.10.040 Amendment adopted herein is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 3. Repeal. All other Code provisions, ordinances, parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 13th day of May, 2025.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

Exhibit A "2025 Amendment to the Sedona City Code Section 2.10.040 Powers and duties of the mayor."

2.10.040 Powers and duties of the mayor.

The powers and duties of the mayor shall include the following:

~~A. He shall be the chief executive officer of the city;~~

~~BA.~~ He-The mayor shall be the chairman of the council and preside over its meetings. ~~He-The~~ mayor may make and second motions and shall have a voice and vote in all its proceedings;

~~CB.~~ He-The mayor shall enforce the provisions of this code;

~~DC.~~ He-The mayor shall execute and authenticate by his signature such instruments as the council or any statutes, ordinances or this code shall require;

~~ED.~~ He-The mayor shall make such recommendations and suggestions to the council as ~~he-the~~ mayor may consider proper;

~~FE.~~ He-The mayor, or vice mayor in the mayor's absence, may, by proclamation, declare a local emergency to exist due to fire, conflagration, flood, earthquake, explosion, war, bombing or any other natural or manmade calamity or disaster or in the event of the threat or occurrence of riot, rout or affray or other acts of civil disobedience which endanger life or property within the city. The city council, by majority vote, may terminate the mayor's or vice-mayor's emergency proclamation. After declaration of such emergency, the mayor, or vice-mayor in the mayor's absence, shall govern by proclamation and impose all necessary regulations to preserve the peace and order of the city, including but not limited to:

1. Imposition of a curfew in all or any portion of the city;

~~2. Ordering the closing of any business;~~

~~32.~~ Closing to public access any public building, street or other public place;

~~43.~~ Calling upon regular or auxiliary law enforcement agencies and organizations within or without the political subdivision for assistance;

G. He-The Mayor shall perform such other duties required by state statute and this code ~~as-~~ well as those duties required as chief executive officer of the city. [Code 2006 § 2-2-4].



CITY COUNCIL AGENDA BILL

AB 3188
May 13, 2025
Regular Business

Agenda Item: 8d

Proposed Action & Subject: Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.

Department	City Attorney/ Kurt Christianson
Time to Present	15 Minutes
Total Time for Item	30 Minutes
Other Council Meetings	February 11, 2025; February 25, 2025; March 11, 2025; March 25, 2025; April 8, 2025; April 22, 2025
Exhibits	None

Finance Approval	Reviewed 4/21/25 BGW	
City Attorney Approval	Reviewed 4/21/25 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Reviewed 4/21/25 ABS	Amount Budgeted
		\$ N/A
		Account No. N/A (Description)

SUMMARY STATEMENT

Background: During the course of the State Legislative Session, many bills are introduced that have a potential impact on the City of Sedona. The League of Arizona Cities and Towns, the City's legislative advocate and City staff routinely monitor bills of interest as they progress through the legislative process.

This item is scheduled to provide a summary update on relevant bills and the proposed State budget, to answer questions that the City Council may have regarding any individual bill or the budget, and to consider the need for the City Council to take a formal position in support or opposition of any particular bill.

Climate Action Plan/Sustainability Consistent: ☐ Yes - ☐ No - ☒ Not Applicable

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): None

MOTION

I move to: For presentation and direction purposes only.



CITY COUNCIL AGENDA BILL

AB 3066
May 13, 2025
Regular Business

Agenda Item: 8e

Proposed Action & Subject: Discussion/possible action regarding future meeting/agenda items.

Department City Manager

Time to Present 2 Minutes

Total Time for Item 5 Minutes

Other Council Meetings Included in City Council regular meeting agenda packets as of May 14, 2024

Exhibits A. Future Agenda Items

Finance Approval	Reviewed 4/21/25 BGW	
City Attorney Approval	Reviewed 4/21/25 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Reviewed 4/21/25 ABS	Amount Budgeted
		\$ N/A
		Account No. N/A (Description)

SUMMARY STATEMENT

Background: Council requested a document showing future agenda items be added to the Council packet going forward. Attached as Exh. A is the Future Agenda Items document for review and discussion, and possible direction purposes.

Climate Action Plan/Sustainability Consistent: ☐ Yes - ☐ No - ☒ Not Applicable

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): None

MOTION

I move to: For presentation and direction only.

Date	Day	Time	Type	Topic	Agenda Section	Requestor	Total Time
5/27/2025	Tuesday	4:00 p.m.	Special Meeting	Tentative Budget for Community Facility Districts		Whitehorn	15 min
5/27/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3128 Approval of a purchase agreement for APN 401-64-006A,490 E. Sedona Vista Drive in an amount of \$70,000.	Consent	Harris	NA
				AB 3051 Discussion/possible action regarding the approval of a Sister Cities Friendship Agreement with Jaslo, Poland including a presentation and update by Sedona Sister Cities' Board of Directors Chair Chuck Marr on their activities and accomplishments.	Regular	Council	20 min
				AB 3155 Public hearing/discussion/possible action regarding approval of the Tentative City Budget for Fiscal Year 2025-2026.	Regular	Whitehorn	90 min
				AB 3111 Discussion/possible action regarding approval of a construction contract with XXXXXXXX LLC for the construction of the Shared-Use Pathway on Dry Creek from Gringo Road to White Bear Road, in the amount of \$XXXXXXX	Regular	Phillips	15 min
				AB 3133 Discussion/possible action regarding approval of PT-04B SR179 Park and Ride Construction Contract in the amount of \$XXXXXXX.	Regular	Hall	30 min
				AB 3217 Discussion / possible action regarding a Resolution approving a Development Agreement with Dutchman's Cove, LLC and Axys Capital Total Return Fund, LLC regarding the canopy walk on the proposed Ambiente Creekside property.	Regular	Christianson	30 min
				AB 3135 Discussion possible direction regarding an annual short-term rental program update.	Regular	Arthur	30 min
				AB 3217 Discussion / possible action regarding an Ordinance adopting amendments to Sedona City Code Chapter 6 Animals by adopting a new Chapter 6.20 Wild or Exotic Animal Display or Performance (First Public Meeting).	Regular	Christianson	15 min

				AB 3188 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.	Regular	Christianson	20 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
5/28/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3153 Discussion/possible action regarding the Sedona in Motion transportation program.	Regular	Harris	120 min
6/10/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3151 Discussion/possible action regarding approval of a construction contract with XXXXXXXXXXXXX, Inc, for the Improvements at Ranger Station / Interior Restoration of House and Barn Project, in the amount of \$XXXXXXX.	Regular	Phillips	30 min
				AB 3188 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.	Regular	Christianson	20 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
6/11/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3214 Presentation/discussion regarding the Sustainability Department's programming efforts.	Special	Beck	2 hours
6/24/2025	Tuesday	3:00 p.m.		Resolution adopting the Community Facilities District Budget for Fiscal Year 2025-26.	Special	Whitehorn	15 min
6/24/2025	Tuesday	4:00 p.m.	Special Meeting				
				AB 3156 Public hearing/discussion/possible action regarding approval of a Resolution adopting the City of Sedona's Budget for Fiscal Year 2025-26.	Special	Whitehorn	30 min
6/24/2025	Tuesday	4:00 p.m.	Regular Meeting				
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min

6/25/2025	Wednesday	3:00 p.m.	Special Meeting				
7/8/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3207 Discussion/possible action regarding approval of the Small Grant Review Committee recommendations for the fiscal year 2026 small grants program in the amount of \$350,000.	Regular	Turk	30 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
7/9/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3206 Discussion/possible direction regarding the Draft Western Gateway Master Plan.	Special	Meyer	120 min
8/12/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3187 Discussion/possible action regarding approval of a contract for software purchase, with xxxxxxx, in the amount of \$xxxxx.	Regular	Dickey	30 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
8/13/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3172 Discussion/possible direction regarding the WWRP Facility Plan on PFAS treatment, and possible options for reclaimed water delivery and Advanced Water Purification.	Special	Holland	120 min
8/26/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3206 Discussion/public hearing/possible action regarding the Western Gateway Master Plan	Regular	Meyer	30 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
8/27/2025	Wednesday	3:00 p.m.	Special Meeting				

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