

**CITY COUNCIL  
REGULAR MEETING AGENDA**

**COUNCIL CHAMBER, 401 CALIFORNIA AVENUE,  
BOULDER CITY NV 89005**

**SEPTEMBER 14, 2021 - 7:00 PM**

**The public may view the meeting live at the following link:**

**<https://www.bcnv.org/191/City-Council-Meeting-Live-Stream-Video>  
ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF ORDER; TWO OR  
MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY  
ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY  
BE DELAYED AT ANY TIME.**

**CALL TO ORDER**

**CONFIRMATION OF POSTING AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**PUBLIC ANNOUNCEMENTS**

**PUBLIC COMMENT**

**PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE  
LIMITED TO MATTERS ON THE AGENDA FOR ACTION. EACH PERSON HAS  
UP TO FIVE MINUTES TO SPEAK ON A SPECIFIC AGENDA ITEM.**

**MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING WITHOUT  
BEING PHYSICALLY PRESENT BY ONE OF THE FOLLOWING METHODS:**

- Written comments may be submitted via the Public Comment Form  
(<https://www.bcnv.org/FormCenter/Contact-Forms-3/City-Council-Comment-Form-111>)
- To comment during the meeting, members of the public may call (702) 589-9629 when the public comment period is opened.

**FOR POSSIBLE ACTION: APPROVAL OF REGULAR AGENDA**

**FOR POSSIBLE ACTION: APPROVAL OF CONSENT AGENDA**

## CONSENT AGENDA

1. For possible action: Approval of the following minutes:
  - A. June 1, 2021, special meeting
  - B. August 24, 2021, regular meeting
2. For possible action: Resolution No. 7326, a resolution of the City Council of Boulder City, Nevada converting 22 residential reservations to allotments for Construction Year 2021-22 for Boulder Hills Estates, BC No. 113 (AFDA-17-188)
3. For possible action: Resolution No. 7327, a resolution of the City Council of Boulder City, Nevada approving Agreement No. 21-1941, adopting the Clark County Regional Disaster Recovery Plan (Confidential per NRS 239C), dated February 2021
4. For possible action: Resolution No. 7328, a resolution of the City Council of Boulder City, Nevada authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 231 for the Sands Motel, 809 Nevada Way
5. For possible action: Resolution No. 7329, a resolution of the City Council of Boulder City, Nevada authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 232 for Faith Christian Church, 1100 Buchanan Boulevard
6. For possible action: Resolution No. 7330, a resolution of the City Council of Boulder City, Nevada authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 233 for 633 Nevada Way
7. For possible action: Resolution No. 7331, a resolution of the City Council of Boulder City, Nevada authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 234 for the property located at 524 Nevada Way
8. For possible action: Resolution No. 7332, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 20-1900A between the City of Boulder City and Border States Electric for maintenance, repair, and operations supplies: industrial, building, plumbing, electrical, and HVAC materials
9. For possible action: Resolution No. 7333, a resolution of the City Council of Boulder City, Nevada, approving a purchase order between the City of Boulder City and Hyrdo-Dyne Engineering to purchase a Great White Flow Screen and Whitetip Shark Washing Compactor for use at the Wastewater Treatment Plant
10. For possible action: Resolution No. 7334, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1942 between the City of Boulder City and the Nevada Division of Forestry to grant right of entry and provide inmate labor to assist the Public Works Landscape Division

## REGULAR AGENDA



11. Presentation offered by Nevada State Treasurer's Office regarding federal funding from the Coronavirus State and Local Fiscal Recovery Fund
12. For possible action: Matters related to night sky friendly lighting and outdoor lighting standards (as requested by Council member Adams):
  - A. Receive presentation from Ashley Pipkin, Biologist for Night Skies Division, National Park Service, regarding benefits of Natural Night Skies for communities
  - B. City Council discussion and direction on outdoor lighting standards
13. Introduction of Bill No. 1907, an ordinance of the City of Boulder City, Nevada approving Agreement No. 21-1943, a land sales agreement between the City of Boulder City and Mark Wells for approximately 3,661 square feet of land, also known as Tract 355, immediately adjacent to 383 Claremont Street
14. Presentation from the Fire Chief to provide the Fire Department's annual report
15. For possible action: Resolution No. 7335, a resolution of the City Council of Boulder City, Nevada establishing the Reserve Battalion Chief classification title and associated compensation
16. For possible action: Resolution No. 7336, a resolution of the City Council of Boulder City, Nevada approving Agreement No. 21-1944 between, the City of Boulder City and E-Z-Go Division of Textron Inc. for the purchase of a fleet of 130 golf carts and cart accessories for Boulder Creek Golf Course
17. For possible action: Resolution No. 7338, a resolution of the City Council of Boulder City, Nevada approving Interlocal Mutual Aid Agreement No. 21-1945 with Las Vegas Metropolitan Police Department for Reimbursable Special Events
18. For possible action: Matters pertaining to the vacation of an easement on an existing residential property:
  - A. Public hearing on the vacation of a utility easement
  - B. Resolution No. 7339, a resolution of the City Council of Boulder City, Nevada vacating a utility easement across 810 Avenue A (VAC-21-008)
19. For possible action: City Council Appointments:
  - A. Allotment Committee
  - B. Historic Preservation Committee
20. Public Comment

*Each person has up to five minutes to speak at the discretion of the Mayor/Chair. Comments made during the Public Comment period of the agenda may be on any subject. All remarks shall be addressed to the City Council/Board as a whole, not to any individual member of the*

*Council/Board, of the audience, or of the City staff. There shall be no personal attacks against the Mayor, members of the City Council, the City staff, or any other individual. No person, other than members of the City Council and the person who has the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council without the permission of the Mayor or Presiding Officer. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.*

## 21. City Council's Report

Supporting material is on file and available for public inspection at the City Clerk's Office, 401 California Avenue, Boulder City, Nevada 89005 and the Boulder City website at [www.bcnv.org](http://www.bcnv.org), as per NRS 241. To request supporting material, please contact the City Clerk Tami McKay at (702) 293-9208 or [cityclerk@bcnv.org](mailto:cityclerk@bcnv.org).

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the City Clerk by telephoning (702) 293-9208 at least seventy-two hours in advance of the meeting.

This notice and agenda has been posted on or before 9 a.m. on the third working day before the meeting at the following locations:

Boulder City Hall, 401 California Avenue  
[www.bcnv.org](http://www.bcnv.org)  
<https://notice.nv.gov/>

## Approval of minutes

### SUBJECT:

For possible action: Approval of the following minutes:

- A. June 1, 2021, special meeting
- B. August 24, 2021, regular meeting

### ADDITIONAL INFORMATION:

#### ATTACHMENTS:

Description	Type
<input type="checkbox"/> DRAFT Special Minutes 06-01-21	Cover Memo
<input type="checkbox"/> DRAFT Minutes 08-24-21	Cover Memo
<input type="checkbox"/> Written Public Comments	Cover Memo



## **SPECIAL CITY COUNCIL MEETING MINUTES**

**COUNCIL CHAMBER, 401 CALIFORNIA AVENUE  
BOULDER CITY, NEVADA 89005**

**Tuesday, June 1, 2021 – 10:00 AM**

### **CALL TO ORDER**

The special meeting of the Boulder City Council, County of Clark, State of Nevada, was called to order at 10:00 A.M., Tuesday, June 1, 2021, in the Council Chamber, City Hall, by Mayor McManus in due compliance with law, the Charter, and the Council's Rules of Procedure.

**Council members present:** Mayor Kiernan McManus, Council member James Howard Adams, Council member Claudia Bridges, Council member Tracy Folda, Council member Judith Hoskins (5)

**Absent:** None (0)

**Also present:** Acting City Manager Michael Mays, Acting City Attorney Brittany Walker, and Administrative Services Director Bryce Boldt

Mayor Kiernan McManus led the Pledge of Allegiance.

### **PUBLIC COMMENT**

Mayor McManus opened the public comment. No comments were offered or received, and the Public Comment period was closed.

### **SPECIAL AGENDA**

1. For possible action: Matters pertaining to the City Clerk position:

A. City Council discussion of May 19, 2021 City Clerk candidate interviews and evaluations

Administrative Services Director Bryce Boldt said he was available to answer questions and to facilitate the process.

Council member Adams said he enjoyed the process and thought it was well-handled. He said looking at the scores, two candidates rise above the rest and with that being said, there was one candidate that stands out above all of them. He said he was ready to make a decision.

Council member Bridges said she was also impressed with the entire process keeping it in-house. She said it was true that two candidates scored the highest, but one was her top consideration and she was ready to move forward.

Council member Hoskins thanked everyone in the process. She said she was ready to make a decision.

Council member Folda thanked staff for the entire process. She said she had learned a lot throughout the process. She said all candidates were qualified which was helpful.

Mayor McManus said the scoring tabulations were included in the packet and the top scorer was Tami McKay. He said the Council had been through many interviews which were reduced to four candidates. He said there were two options: schedule interviews for the top two candidates or make a decision today. He said he was ready to make a motion.

**MOTION:** Approve a contingent job offer to Tami McKay

**Moved By:** Mayor McManus

**Seconded By:** Member Bridges

**Vote:**

**AYE:** Mayor McManus, Council members Adams, Bridges, Folda, and Hoskins (5).

**NAY:** None (0).

The motion was approved.

- B. City Council direction regarding next steps for City Clerk selection process including possible contingent job offer to Maria L. Aguirre, Jennifer King Hanna, Tami J. McKay, or Thomas J. Pavlik

Mayor McManus asked the Council if they had any discussion relative to the City Clerk employment contract. He suggested the contracts for the three appointed positions have some consistency.

Council member Folda said she had been happy with the outside employment counsel and suggested the contract included language applicable to the City Clerk position.

***No further action required.***

## 2. Public Comment

No further comments were offered, and the public comment period was closed.

There being no further business to come before the Council, Mayor McManus adjourned the meeting at 10:15 a.m.

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Kiernan McManus, Mayor

ATTEST:

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Tami McKay, Acting City Clerk



**CITY COUNCIL  
REGULAR MEETING MINUTES**

**COUNCIL CHAMBER, 401 CALIFORNIA AVENUE  
BOULDER CITY, NEVADA 89005**

**Tuesday, August 24, 2021 – 7:00 PM**

**CALL TO ORDER**

The regular meeting of the Boulder City Council, County of Clark, State of Nevada, was called to order at 7:00 P.M., Tuesday, August 24, 2021, in the Council Chamber, City Hall, by Mayor McManus in due compliance with law, the Charter, and the Council's Rules of Procedure.

**CONFIRMATION OF POSTING AND ROLL CALL**

**Council members present:** Mayor Kiernan McManus, Council member James Howard Adams, Council member Claudia Bridges, Council member Mathew Fox, Council member Sherri Jorgensen (5)

**Absent:** None (0)

**Also present:** City Manager Taylour Tedder, City Clerk Tami McKay, City Attorney Brittany Walker

(Staff was in City Hall in their respective offices streaming the meeting)

Mayor Kiernan McManus called the meeting to order.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Cantor Philip Goldstein of Shirat Shalom provided the invocation followed by the Pledge of Allegiance.

**PUBLIC ANNOUNCEMENTS**

None.

**PUBLIC COMMENT**

Mayor Kiernan McManus opened the public comment period.

Judy Dechaine stated she sent an email to council members about her concerns, but she also wanted to explain them to the public. She said was looking forward to the presentation for agenda item number 7. For the item related to secondhand stores, she

mentioned no stores could survive on selling antiques alone. She said there were fewer stores now and she did not want to hamper the businesses. Regarding item number 11, she said the Boulder City Rifle and Pistol Club did a marvelous job and safety was their priority. She referenced a local resident who went to the Olympics for marksman. She asked that the noise ordinance begin at 6 a.m. in the summertime and thought it could really benefit the city. She said the former mayor and former council members had never been informed about the opioid issue. She believed it was the right decision to terminate the former city attorney and city manager.

Grant Turner called in regarding Item No. 7. The Forge Social House was an abandoned stone house that was vacant for years. He said they spent a lot of money and converted it to an Event Center. He said under the proposed guidelines, it would not have been possible to convert the home into an Event Center. He said an applicant could meet all requirements and still be denied based upon the vote of three council members. He said historic preservation was important, but they should tread lightly when imposing rules on private property. He also agreed the noise ordinance should allow work to begin at 6:00 a.m. in the summertime.

Several written public comments in favor of the Boulder City Rifle and Pistol Club Lease Agreement Extension were read into the record by the following and are attached to the minutes:

Baker	Mike
Baranoff	Scott
Barnes	Russell and Kathy
Berg	Jerry
Bicknell	Charles
Bronstein	John
Cloud	Dennis
Coleman	Tom
Davis	Brock
Douglass	James
Engle	Eugene
Friis	Chris
Gebhart	Chuck
Green	Donald
Hibbard	Geri
Hunt	Ainsworth
Kouns	Ralph
Kozlowski	David
Linderman	David
Lopan	Larry and Shirlee
Mayes	Denny
McCarroll	Bruce
Morang	Laurie
Musliner	Edward "Nate"



Riley	Kevin
Ryan	John
Sorensen	Mark
Thompson	Douglas
Tichenor	Steven
Tschanen	Don
West	Britt
Z	John

No further comments were offered and public comment was closed.

### **FOR POSSIBLE ACTION: APPROVAL OF REGULAR AGENDA**

**Motion:** Approve the Regular Agenda

**Moved by:** Council member Adams      **Seconded by:** Council member Bridges

**Vote:**

**AYE:** Mayor McManus, Council member Adams, Council member Bridges, Council member Fox, Council member Jorgensen (5)

**NAY:** None (0)

**Absent:** None (0)

The motion was approved.

### **FOR POSSIBLE ACTION: APPROVAL OF CONSENT AGENDA**

**Motion:** Approve the Regular Agenda

**Moved by:** Council member Bridges      **Seconded by:** Council member Jorgensen

**Vote:**

**AYE:** Mayor McManus, Council member Adams, Council member Bridges, Council member Fox, Council member Jorgensen (5)

**NAY:** None (0)

**Absent:** None (0)

The motion was approved.

### **CONSENT AGENDA**

1. For possible action: Approval of the August 10, 2021 regular minutes
2. For possible action: Resolution No. 7319, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1938 (Interlocal Contract 1297) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada for the Trail Maintenance Volunteer Coordination, Fiscal Year 2022-2024

A staff report was submitted by Public Works Director Keegan Littrell and included in the August 24, 2021, City Council Agenda packet.

3. For possible action: Resolution No. 7320, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1939 (Interlocal Contract 1296) between the City of Boulder City and the Regional Transportation Commission of Southern Nevada for the Underground Existing Utilities Maryland Parkway, Russell Road to Flamingo Road

A staff report was submitted by Public Works Director Keegan Littrell and included in the August 24, 2021, City Council Agenda packet.

4. For possible action: Resolution No. 7321, a resolution of the City Council of Boulder City, Nevada approving Interlocal Agreement No. 21-1940 with the City of Henderson to provide temporary legal services pursuant to Section 15(4) of the Boulder City Charter

A staff report was submitted by City Attorney Brittany Walker and included in the August 24, 2021, City Council Agenda packet.

## **REGULAR AGENDA**

5. For possible action: Recognition and Certificate of Appreciation to the Damboree Committee members (As requested by Council member Bridges)

A staff report was submitted by City Clerk Tami McKay and included in the August 24, 2021, City Council Agenda packet.

Council Member Claudia Bridges handed out certificates of appreciation to the Damboree Committee members. She said the two-day event this year was well-attended and thanked the Damboree Committee and the City of Boulder City employees. She said the event has taken place for the past 25 years and it had been a tremendous success. She also thanked the Chamber of Commerce for kicking off the events with Spring Jamboree.

6. For possible action: Matters pertaining to the 2021 Private Activity Bond Volume Cap
  - A. Presentation by Nevada Rural Housing Authority's (NRHA) Director of Homeownership Programs, Diane Arvizo

Kevin Hickey (via teleconference) introduced himself as the Business Development Specialist for the Nevada Rural Housing Authority's homeownership programs. He stated in 2006, Nevada Rural Housing Authority launched the Home at Last™ Down Payment Assistance program funded by Private Activity Bond Cap. Boulder City has transferred roughly \$8 Million in unused Volume Cap to the Nevada Rural Housing Authority, which contributed to the Home at Last program providing: 20 new Boulder City homebuyers with \$4.3 Million in affordable mortgages, \$142,692 in down payment assistance, and \$40,000 in estimated tax savings to local residents. He stated two Boulder City homebuyers were assisted with this program since last year and statewide, more than 55% of new homeowners received an interest rate below 3.50%, with many receiving a rate as low as 2.25% on their 30-year mortgage. Since 2006, the Nevada Rural Housing Authority has pooled the local transfers of unused Volume Cap from cities and counties to create one substantial single-family homeownership program to benefit all of rural Nevada. He said the transfer of unused Volume Cap to the Nevada Rural Housing Authority does not create any obligation or debt for the cities or counties because Volume Cap is not money or a line item on a budget. By transferring unused Volume Cap to the Nevada Rural Housing Authority, the sole beneficiary will be rural Nevada – because Nevada Rural Housing Authority's mission is to promote, provide, and finance affordable housing opportunities for all rural Nevadans. He stated The Home At Last program currently uses Volume Cap to provide the Mortgage Credit Certificate program, commonly referred to as "MCC". The tax savings provided through the MCC is money that homeowners reinvest into local communities. He said as a reminder, the Nevada Rural Housing Authority's area of operation is generally defined as communities with population under 150,000, so this includes all of Boulder City and many other communities in Clark County. He thanked the Council for the opportunity and said he was available to answer any questions.

Mayor McManus said he was happy that two residents in Boulder City were able to take advantage of the Program. He thought it would be good to see more funding used in Boulder City although he realized it was good for all of Nevada.

B. Resolution No. 7322, a resolution of the City Council of Boulder City, Nevada providing for the transfer of the City's 2021 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority

A staff report was submitted by City Clerk Tami McKay and included in the August 24, 2021, City Council Agenda packet.

**Motion:** Approve Resolution No. 7322

**Moved by:** Mayor McManus      **Seconded by:** Council member Bridges

**Vote:**

**AYE:** Mayor McManus, Council member Adams, Council member Bridges, Council member Fox, Council member Jorgensen (5)

**NAY:** None (0)

**Absent:** None (0)

The motion was approved.

7. For possible action: Matters related to a proposed Boulder City Historic Preservation Plan

A staff report was submitted by Community Development Director Michael Mays and included in the August 24, 2021, City Council Agenda packet.

Community Development Director Michael Mays stated they hired a consulting firm in the beginning of 2020 to develop a Historic Preservation Plan. He said the Plan was similar to the Strategic Plan and Economic Development Plan. He said the Plan included 17 action items for the city to consider. He said it was important to remember the Plan was not regulatory and was only a guiding document. He said the NV Preservation Foundation engaged citizens in 2020 to receive their input. He said the Plan could be adopted, amended, or direct staff to provide further information.

A. Presentation by Mariana Ruiz, Nevada Preservation Foundation

Director Mariana Ruiz stated outreach started in 2020 and 50 Boulder City residents joined the workshop to learn about goals and objectives. She provided a PowerPoint presentation on the process. She said they took feedback on preservation initiatives from citizens through the workshop and an online survey was used to help create initiatives based on what then community wanted. She said the entire goal of this Plan was to preserve the Historic District and allow people to see the history in Boulder City.

Council member Adams thanked the Nevada Preservation Foundation for their work.

In response to a question asked by Council Member Adams about the results, Ms. Ruiz responded the average number and total number of responses were the focus of the survey.

Council member Adams commented chapter 3 was important and read part of it. He said it was important to move forward with actionable items. The Strategic Plan included historic preservation as a priority. He stated goals needed to be determined as they move forward with a plan.

Council member Bridges thanked them for their hard work. She said she read the Plan thoroughly and strongly supported historic preservation. She said this was about a Plan and not an approval of ordinances. She suggested the Plan be proofread because there were numerous grammatical errors. She asked that corrections be made before moving forward. She suggested the data be included about actual conversations that took place. She said she lived in the historic district and did not believe it affected her evaluation of the Plan. She said it was extremely important to realize this was a Plan only.

Council member Jorgensen stated she was grateful that people wanted to preserve the history of Boulder City. She said she was concerned about residents not providing input because of COVID. She said it was important to her to try to engage more citizenry. She said an informational meeting and an additional survey with more input would be beneficial.

Mayor McManus said he had previously served on the Historic Preservation Committee and said the City had been conducting surveys for years. He said preservation had been moved away from and now there could be a threat to the Historic District and the CLG status could be at risk. He recommended everyone go back and review the previous surveys. He stated Boulder City has not moved toward preservation. The Secretary of Interior Standards set the designations and there were incentives available to homeowners within the District for qualifying outdoor materials. He said the process should be moving forward and suggested people look back to the first nomination in 1993. He complimented Mr. Mays and the members of the Historic Preservation Committee. He said the rest of the country had been doing this for years. He stated, overall, it was an outstanding plan and roadmap. He said he believed the City needed to get serious about it.

Council member Bridges asked how the Plan could be approved with changes.

Mr. Mays said Council member Bridges could make a motion with changes. He said the typos would be corrected before the final plan.

B. Resolution No. 7323, a resolution of the City Council of Boulder City, Nevada adopting an Historic Preservation Plan for the City of Boulder City

**Motion:** Approve Resolution No. 7323 with appropriate revisions to purpose and methodology to ensure the historic information is correct and to include personal names from purchasers and developers to include the entire history and story

**Moved by:** Council member Bridges    **Seconded by:** Mayor McManus

**Vote:**

**AYE:** Mayor McManus, Council member Adams, Council member Bridges (3)

**NAY:** Council member Fox and Council member Jorgensen (2)

**Absent:** None (0)

The motion was approved.

8. For possible action: Resolution No. 7324, a resolution of the City Council of Boulder City, Nevada to accept a Grant Award of \$43,000 for the *Joining Forces* campaign and to amend FY 2022 budget for revenues and expenses

A staff report was submitted by Police Chief Tim Shea and included in the August 24, 2021, City Council Agenda packet.

Police Chief Shea provided an overview of the staff report noting it was a nation-wide program with federal dollars taxed through the states. He said the events were pre-selected. He said the Program was not about enforcement, rather public education and awareness. He said the police officers were not required to write tickets and noted all costs would be reimbursed.

Council member Adams thanked Chief Shea for discussing the outreach and public education.

Mayor McManus said a regional approach was an effective way to operate.

**Motion:** Approve Resolution No. 7324

**Moved by:** Mayor McManus      **Seconded by:** Council member Jorgensen

**Vote:**

**AYE:** Mayor McManus, Council member Adams, Council member Bridges, Council member Fox, Council member Jorgensen (5)

**NAY:** None (0)

**Absent:** None (0)

The motion was approved.

9. For possible action: Consideration of Bill No. 1905, an ordinance of the City of Boulder City, Nevada amending the Boulder City Municipal Code Title 4, "Business Regulations," Chapter 1, "Business License," Section 22 "License Classifications and Fees" to repeal the establishment of the Special Events License Review Board by ordinance, and other matters properly related thereto

A staff report was submitted by City Attorney Brittany Walker and included in the August 24, 2021, City Council Agenda packet.

City Attorney Brittany Walker provided an overview of the staff report noting due to the volume of special events received, it would be problematic to create a board governed by Open Meeting Law. In addition, she said it would be a burden to staff.

Mayor McManus suggested amending the language as follows:

Section 8.h.1 –

(1) An applicant who has been denied may appeal such denial to the city manager by filing a written notice of appeal with the city manager within ten (10) days after receiving such notice of denial. Notification of such denial will be sent to the applicant by certified letter and shall detail the specific reason(s) for denial of the application. Any required form for the appeal shall be included with the notice of such denial. The date of receipt of such certified letter is the date the appeal period begins.

Add last sentences to (1) - The letter of notification of the denial of the application shall inform the applicant of the appeal process in detail. The letter shall specify the last date the appeal must be submitted to the city manager. The written notice of the appeal from the applicant may include any additional information the applicant requests to be considered.

(2) The city manager will make a determination to uphold or deny the appeal within ten (10) days after receipt of such appeal from the applicant.

Add last sentences to (2) - Notification of such denial will be sent to the applicant by certified letter and shall detail the specific reason(s) for denial of the application. The letter shall inform the applicant of the right to appeal the denial to the City Council and specify the last date the appeal must be submitted to the City Clerk. Any required form for the appeal shall be included with the notice of such denial. The date of receipt of such certified letter is the date the appeal period begins.

Mayor McManus noted this was the time and place scheduled to conduct a public hearing and asked for public input. No comments were offered and the public hearing was declared closed.

**Motion:** Approve Bill No. 1905 with changes to the exhibit

**Moved by:** Mayor McManus      **Seconded by:** Council member Bridges

**Vote:**

**AYE:** Mayor McManus, Council member Adams, Council member Bridges, Council member Fox, Council member Jorgensen (5)

**NAY:** None (0)

**Absent:** None (0)

The motion was approved.



***Bill No. 1905 will be known as Ordinance No. 1669 effective September 16, 2021.***

10. For possible action: Matters related to Bill No. 1906

A staff report was submitted by City Attorney Brittany Walker and included in the August 24, 2021, City Council Agenda packet.

City Attorney Walker provided an overview of the staff report and noted it was inconsistent with State law. The update would be consistent with state law and other jurisdictions. She said businesses had been notified and received feedback. Some businesses would be exempt.

A. Public hearing on Bill No. 1906

Mayor McManus noted this was the time and place scheduled to conduct a public hearing and asked for public input.

Judy Dechaine commented she would like to know how the new license fee of \$250 per year compares with other businesses. She said it seemed like a lot of money and said they are required to renew their license every six-months instead of annually. She stated it was like they were trying to get rid of these stores. She said it was important to not restrict businesses.

Jeffrey Thau, from Boulder City Antique Market, stated the effect of this ordinance should not affect the vast majority of businesses. He said the stores do not make purchases and will not be required to report. He said licensed entities should comply if they are buying items that are more likely to be stolen. He said it was important to log and report to the Police Department, if necessary. He stated most businesses were in favor of complying.

No further comments were offered and the public hearing was declared closed.

B. Consideration of Bill No. 1906, an ordinance of the City of Boulder City, Nevada amending the Boulder City Municipal Code Title 4, "Business Regulations," Chapter 7, "Secondhand and Junk Dealers," to clarify the types of conduct and persons exempted from the provisions of the Chapter, and other matters properly related thereto

Council member Bridges thanked City Attorney Walker for reaching out to the public and addressing the exclusions.

Council member Adams thanked City Attorney Walker and said the public comment offered by the business owner ensured they agreed with the requirement. He said it was important to be consistent with State law.



Business License Officer Brady Prestwich stated license fees were based on information provided by the applicant. He said the fees were relative to the size of the business and other factors. He also said they were renewed annually not semi-annually.

Mayor McManus commented records were required daily for items purchased and the fees are charged based upon background investigation required for that type of license.

**Motion:** Approve Bill No. 1906

**Moved by:** Council member Bridges    **Seconded by:** Council member Adams

**Vote:**

**AYE:** Mayor McManus, Council member Adams, Council member Bridges, Council member Fox, Council member Jorgensen (5)

**NAY:** None (0)

**Absent:** None (0)

The motion was approved.

***Bill No. 1906 will be known as Ordinance No. 1670 effective September 16, 2021.***

10. For possible action: For possible action: Matters Pertaining to the Boulder City Rifle & Pistol Club Lease Agreement:

A staff report was submitted by Finance Director Diane Pelletier and included in the August 24, 2021, City Council Agenda packet.

- A. Resolution No. 7325, a resolution of the City Council of Boulder City, Nevada consenting to renew Agreement No. 00-618A for an additional ten (10) years until August 26, 2031 pursuant to Section 2 of Agreement 00-618A between the City and the Boulder City Rifle and Pistol Club

Brok Armantrout, Contract and Real Estate Manager, stated the agreement was originally approved in 1961 history shows the agreement was in effect prior to that date. He said future provisions should include responsibility for clean-up of hazardous waste, recording requirements to ATF and EPA and requirement the City be notified.

City Attorney Walker said possible amendments to the agreement would be brought back for discussion and direction from Council at a future meeting.

Council member Bridges stated the following: Pursuant to NRS 281A.420, I would like to disclose to my fellow Council members and the public, that since January 2021, my husband Marty Bridges has served on the Boulder Rifle and Pistol Club Board of

Directors and currently serves as its Treasurer. This item could confer benefits on the Boulder Rifle and Pistol Club by potentially allowing the Club to continue leasing land from the city for an additional ten-year period at a favorable lease rate. Because my spouse has a fiduciary duty to the Club's financial interest, I must advise the public of this relationship and disclose that I have a commitment in a private capacity to the interests of my spouse, and that includes his service as Treasurer to the Boulder Rifle and Pistol Club. Due to this relationship, I have been advised by our City Attorney and the Nevada Commission on Ethics to abstain from participation and voting on this item. I would also ask the City Clerk to be sure that my disclosure and abstention is reflected in the minutes of this meeting.

**Motion:** Approve Resolution No. 7325

**Moved by:** Mayor McManus      **Seconded by:** Council member Jorgensen

**Vote:**

**AYE:** Mayor McManus, Council member Adams, Council member Fox, Council member Jorgensen (4)

**NAY:** None (0)

**ABSENT:** None (0)

**ABSTAIN:** Council member Bridges (1)

The motion was approved.

B. Discussion of potential future amendments to the lease agreement to be considered at a later date

Mayor McManus stated this lease was for \$1 per year for 500 acres of land. He said it should be for the benefit of the Boulder City residents. He said financial reports (general ledger) in addition to Real Estate/Contracts Manager Armantrout's recommendation should be included. He said the membership fees charged were written into the lease and he did not believe it should be included in the lease agreement itself. He suggested it not be increased to price someone out of becoming a member. Regarding section 20, he said he was not sure about the intent and asked that it be clarified. Regarding section 22, he said if there were unsafe structures, it should be addressed. Regarding section 23 he said it is in the best interest of the City and the Club to produce financial records. He stated the use should be non-profit and not for commercial use.

Council member Adams said he thought the Council should have the ability to ensure the membership was cost effective for Boulder City residents.

Bob Brown, President of the Boulder City Rifle and Pistol Club, stated two different residents have gone nationally and one to the Olympics for shooting. He said most gun

clubs charged \$350 to \$600 per year and they charged \$75 per year. He stated fees may increase up to \$25 for improvements.

Mayor McManus suggested the Club provide scholarships based upon ability to pay.

Mr. Brown said there was currently a sponsorship grant in place for ammunition. He said they would like to expand the grants in the future.

12. For possible action: Discussion and direction regarding a potential revision of the Boulder City noise ordinance

A staff report was submitted by City Attorney Brittany Walker and included in the August 24, 2021, City Council Agenda packet.

City Attorney Walker stated there were constitutional challenges for being vague. She said it was important to have more objective measures to enforce. She said the proposal was based upon the City of Henderson and the draft of City of Las Vegas's ordinance. It is the opinion of City-staff that this would be an objective draft ordinance. She asked City Council to proceed with the parameters they would like to see. She said the draft was a foundation for discussion. She stated that community outreach would be done as part of the process.

Mayor McManus replied multiple residents have asked about noise ordinances and thought they should not have unenforceable ordinances on the books. He said this is an issue for many residents. He stated it should be reasonable and not disrupt other people's lives.

Council member Jorgensen said she had received feedback during campaigning. She said this year alone, 111 noise complaints and 396 disturbances were received by the Boulder City Police Department.

Chief Shea stated the data was from last year noting that not all of the calls received were included. He stated the data represented the calls responded to by field units.

Council member Bridges said she struggled with setting times and suggested categories. She said she would like to see a difference between weekdays and weekends.

Council member Adams stated he had worked in very loud environments and it could have an impact on human health. He said measuring sound was important, but it should be followed up with what that means for everyone's benefit and said weekend hours versus weekday hours were important to determine. He said public outreach would be helpful. He stated some of the language is subjective and they needed to approach it as objectively as possible. He said measuring sound was important to determine a violation. He said there were many factors regarding sound such as weather, structure, etc. With regards to enforcement, the employer should be held responsible not the person hired to work at an establishment.

Council member Fox said public outreach was very important and said the public and businesses should be involved.

Mayor McManus agreed and believed the public needs to be involved and not only businesses. He said there were concerns about leaf blowers early in the morning and violators could be subject to fines. He said decibel levels and sound meter devices could be used.

Council member Bridges asked about concerns regarding dogs barking and asked if that was a consideration.

City Attorney Walker stated there was broad language and this was an early draft. She said all comments would be considered. She said the feedback was a helpful direction.

Mayor McManus agreed with Council member Adams and believed the property owner should be held responsible.

13. For possible action: Matters related to opioid litigation

A staff report was submitted by City Attorney Brittany Walker and included in the August 24, 2021, City Council Agenda packet.

City Attorney Walker provided a brief overview noting she reached out to four law firms. Existing counsel Jolley Urga was interested in continuing as local counsel.

A. Discussion and direction regarding the selection of outside local counsel for opioid-related litigation

Council member Fox thought the current counsel should continue after working for the past two years and said anything else would be a waste of taxpayer dollars.

Council member Jorgensen said she believed transparency was important and did not believe changing counsel was a good decision. She said Keller Lenkner spoke highly of the efficiency of Jolley Urga. She stated it did not make sense to get a new counsel up to speed. She also noted Mesquite was using the same law firm.

Council member Bridges said she was okay with retaining Jolley Urga and did not feel they were responsible for what happened. She said the litigation should continue, and it was important to have local counsel.

Council member Adams asked when the City Attorney became aware the City was not part of the discussions with the State Attorney General.

City Attorney Walker responded it was brought to her attention in July by Jolley Urga and she reached out to Keller Lenkner. She said the Attorney General had thereafter contacted her and informed her about a state allocation agreement to bolster settlement negotiations with the opioid companies.

Attorney Seth Meyer explained the process with the Attorney General. He said several states were not having conversations with their cities.

Council member Adams said he was uncomfortable with the way this took place and did not believe continuing an agreement would be a good idea. He asked Mark Albright, a candidate for alternate local counsel, to speak to his ability to represent the City as local counsel.

Attorney Albright replied he had handled dozens and dozens of class action cases as local counsel. He said local counsel would probably not be needed at this point to any significant degree but they would be there in case there is anything needed locally.

Mayor McManus asked how much longer the legal action would continue.

Attorney Meyer replied it was progressing, but he could not speculate how much longer the legal action would continue.

Mayor McManus asked about the firm Eglet Adams filing litigation on behalf of the State.

Attorney Meyer stated it was important Boulder City have claims independent of the State's claims.

Mayor McManus had some questions for Mr. Albright regarding their experience in similar cases.

Attorney Albright commented they were not involved in any opioid cases. Their class actions have been more financial. He said they would be willing to accept the same fees.

Mayor McManus replied the amount is capped and the fee could be reduced. He said he brought this matter to the former city attorney and city manager on several occasions and provided the name of the firm, Robert Eglet. He said some of the cities in southern Nevada accepted the proposal of Robert Eglet. He said he was told there were no problems in Boulder City. He said he believed Albright Stoddard has been successful in class action suits. He noted the fees were capped so it would not cost the City more.

B. Resolution No. 7317, a resolution of the City Council of Boulder City, Nevada approving Keller Lenkner letter of retention and contingent fee agreement

**Motion:** Approve Resolution No. 7317

**Moved by:** Council member Jorgensen **Seconded by:** Council member Bridges

**Vote:**

**AYE:** Council member Bridges, Council member Fox, Council member Jorgensen (3)

**NAY:** Mayor McManus and Council member Adams (2)

**Absent:** None (0)

The motion was approved.

#### 14. City Manager's Report

- A. Claims Paid, July 2021
- B. Financial Report, July 2021

A staff report was submitted by Finance Director Diane Pelletier and included in the August 24, 2021 City Council Agenda packet.

City Manager Tedder noted the ARPA funds were included in the financial report.

Mayor McManus said he would like to see ARPA funds moved to a different line because it was difficult to determine above projected revenue. He said he appreciated the hard work of Finance Director Diane Pelletier and Budget Manager Angela Mannenin.

#### 15. Public Comment

Larry Turner said he wanted to talk about Item No. 7 and said he appeared before the Historic Preservation Committee several times. He said he was opposed to their ability to deny a building permit. He said he had nothing against the Committee members, but had concerns about a citizen's ability to deny without proper background. He commended Council member Jorgensen for asking about public outreach. He said he did not care about what happened in 1983. He did not believe the information was out there. He also said he had not learned about it until it was included in the utility mailer.

Judy Dechaine said she was disappointed and frustrated. She said she had questions she wanted answered and no one addressed her questions. She said she got the information about business license fees from the packet.

Blair Davenport, member of the Historic Preservation Committee and chair of the Ad Hoc Preservation Committee thanked the City Council for approving the Plan and said she thought this would do an excellent job of preserving Boulder City's historic resources.

#### 16. City Council Reports

Council member Adams stated he had a wonderful time away with his family and had a lot to catch up on.

**DRAFT**

Council member Bridges stated Emergency Aid of Boulder City had funds available to assist residents with rent, utilities and food.

Mayor McManus stated the number of COVID fatalities for Nevada reported today was 46. He said it was the highest number since January. He said one of the vaccines had been approved by the FDA and they have been shown to be safe and effective. He said it was important for the economy especially because Las Vegas depends on visitors. He stated he wanted people to be healthy.

There being no further business to come before the Council, Mayor McManus adjourned the meeting at 10:01 p.m.

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Kiernan McManus, Mayor

ATTEST:

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Tami McKay, City Clerk

## Tami McKay

---

**From:** John <johnz89005@yahoo.com>  
**Sent:** Sunday, August 22, 2021 11:29 PM  
**To:** Tami McKay  
**Subject:** I'm in favor of continuing the BC Rifle club lease. Thanks 🙏

CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

Sent from my iPad



## Stacey Brownfield

---

**From:** noreply@civicplus.com  
**Sent:** Sunday, August 22, 2021 3:40 PM  
**To:** City Clerk  
**Subject:** Online Form Submittal: Meetings Comment Form

**CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.**

### Meetings Comment Form

#### Meetings Public Comment Form

*Please complete this form if you would like to provide your comment on an item to be discussed at a Boulder City Council, Committee or Commission meeting. Comments should be addressed to the Council as a whole, not to an individual member. Thank you for your cooperation and participation.*

*The Mayor and Boulder City Council request that all comments are expressed in a courteous manner. If you choose to comment, messages are limited to five minutes each.*

*PLEASE NOTE: Comments received after 4:00 PM the day of the scheduled meeting may not be included in the record. You are encouraged to send in your comments early to allow for distribution to City Council, Committee or Commission members for review.*

First Name	Scott
Last Name	Baranoff
Email Address	priapos@cox.net
Phone Number	7022934299
Address	613 Lido Drive
City	Boulder City
State	NV
Zip	89005
If you are representing someone other than yourself, please indicate who you are	Field not completed.

representing (i.e. family member, organization).

Do you wish to speak?

No

Meeting Date and/or Function

Tuesday August 24, 2021

Agenda Item: If unsure of the item, please view the agenda at [www.bcnv.org/agendacenter](http://www.bcnv.org/agendacenter). If you do not want to speak to a specific agenda item, please type "General Public Comment" below.

BRPC Boulder City Council Range Lease Agreement  
The Boulder City Council will consider the 10 year option on the BRPC Range which will enable us to continue Range Operations for an additional 10 years.

Opinion

Support

Your Comment

*Field not completed.*

Affirm

Yes

Do you wish to sign up to receive future agendas and news items from the City of Boulder City?

No

Email not displaying correctly? [View it in your browser.](#)

## Tami McKay

---

**From:** Denny Mayes <dennymayes@cox.net>  
**Sent:** Tuesday, August 24, 2021 11:50 AM  
**To:** Tami McKay  
**Subject:** Rifle range

CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

I am in favor of city council extending the contract for another 10 years. Thank you Sent from my iPhone

## Stacey Brownfield

---

**From:** noreply@civicplus.com  
**Sent:** Monday, August 23, 2021 4:19 AM  
**To:** City Clerk  
**Subject:** Online Form Submittal: Meetings Comment Form

**CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.**

### Meetings Comment Form

#### Meetings Public Comment Form

*Please complete this form if you would like to provide your comment on an item to be discussed at a Boulder City Council, Committee or Commission meeting. Comments should be addressed to the Council as a whole, not to an individual member. Thank you for your cooperation and participation.*

*The Mayor and Boulder City Council request that all comments are expressed in a courteous manner. If you choose to comment, messages are limited to five minutes each.*

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First Name	Kevin
Last Name	Riley
Email Address	Riley.photography@reagan.com
Phone Number	702-606-3600
Address	1010 Industrial Rd #119
City	Boulder City
State	NV
Zip	89005
If you are representing someone other than yourself, please indicate who you are	Field not completed.

representing (i.e. family member, organization).

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Do you wish to speak?	Yes
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Meeting Date and/or Function	August 24, 2021
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Agenda Item: If unsure of the item, please view the agenda at <a href="http://www.bcnv.org/agendacenter">www.bcnv.org/agendacenter</a> . If you do not want to speak to a specific agenda item, please type "General Public Comment" below.	10 year option on the BRPC Range
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Opinion	Support
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Your Comment	The range provides a safe environment for those who shoot for hobby. We have been members for 7 years.
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Affirm	Yes
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Do you wish to sign up to receive future agendas and news items from the City of Boulder City?	No
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## Tami McKay

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**From:** Tom Coleman <tc.husker@gmail.com>  
**Sent:** Tuesday, August 24, 2021 4:12 PM  
**To:** Tami McKay  
**Subject:** BRPC

**CAUTION:** This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

Ms. McKay,  
I am a long term resident of Boulder City and a gun club member.  
I support the 10 year lease.

*Tom Coleman*

## Tami McKay

---

**From:** Stephen L Tichenor <steelsteve.slt@gmail.com>  
**Sent:** Tuesday, August 24, 2021 12:35 PM  
**To:** Tami McKay  
**Subject:** Renewal of 10 yr Lease: BCR&P CLUB

**CAUTION:** This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

Please consider to RENEW our lease for 10 years for our BCR&P CLUB. We as residents in Boulder City truly need this gun range which we highly respect your decision.  
Thank you.

Stephen L Tichenor  
BC NV 89005

## Stacey Brownfield

---

**From:** noreply@civicplus.com  
**Sent:** Sunday, August 22, 2021 4:26 PM  
**To:** City Clerk  
**Subject:** Online Form Submittal: Meetings Comment Form

**CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.**

### Meetings Comment Form

#### Meetings Public Comment Form

*Please complete this form if you would like to provide your comment on an item to be discussed at a Boulder City Council, Committee or Commission meeting. Comments should be addressed to the Council as a whole, not to an individual member. Thank you for your cooperation and participation.*

*The Mayor and Boulder City Council request that all comments are expressed in a courteous manner. If you choose to comment, messages are limited to five minutes each.*

*PLEASE NOTE: Comments received after 4:00 PM the day of the scheduled meeting may not be included in the record. You are encouraged to send in your comments early to allow for distribution to City Council, Committee or Commission members for review.*

First Name	Ainsworth
Last Name	Hunt
Email Address	acehunt1@icloud.com
Phone Number	973-951-4900
Address	521 Hidden Cove
City	Boulder City
State	NV
Zip	89005
If you are representing someone other than yourself, please indicate who you are	Field not completed.



representing (i.e. family member, organization).

Do you wish to speak?

No

Meeting Date and/or Function

August 24, 2021

Agenda Item: If unsure of the item, please view the agenda at [www.bcnv.org/agendacenter](http://www.bcnv.org/agendacenter). If you do not want to speak to a specific agenda item, please type "General Public Comment" below.

11. A.

Opinion

Support

Your Comment

I am so unable to attend, but want this to go on the record.

I am in favor of Resolution No. 7325. City Council should consent to renew Agreement No. 00-618A for an additional 10 years, until August 26, 2031, pursuant to Section 2 of Agreement No. 00-618A between the City and the Boulder City Rifle Pistol Club.

The Boulder City Rifle Pistol Club is an asset to the community. It encourages firearm safety. It was used during wartime to help the American Army teach marksmanship. It is open to the public on Tuesdays, Thursdays, weekends and National Holidays.

The events it hosts, such as the Eldorado Cowboys, Vintage Military shoot and long range competition shooting are beneficial to the community. It has also been the host for the media's range day for the Las Vegas Shotshow, and therefore helps promote tourism in Boulder City.

Please vote yes on item 11. A

Affirm

Yes

Do you wish to sign up to receive future agendas and news items from the City of Boulder City?

Yes

Email not displaying correctly? [View it in your browser.](#)

## Tami McKay

---

**From:** Charles Bicknell <cbickn57@gmail.com>  
**Sent:** Sunday, August 22, 2021 5:36 PM  
**To:** Tami McKay  
**Subject:** BRPC Range lease

**CAUTION:** This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

I support the extension of the BRPC Range lease for another 10 years. I would really like to see the extension go as far as 20 years. --  
Chuck

## Tami McKay

---

**From:** Chris Friis <chrismfriis@gmail.com>  
**Sent:** Tuesday, August 24, 2021 10:21 AM  
**To:** Tami McKay  
**Subject:** Boulder city rifle and pistol club lease extension

CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

Good afternoon City council members,

It has come to my attention that on the agenda for this evening is the discussion on a 10 year lease extension for the Boulder city rifle and pistol club.

I have personally been a member for a year, as I am new to the area, and I find the club to be a very organized, safe and friendly atmosphere and very community oriented.

It is my hope that the lease extension will be accepted by the council for future use by the public and members alike to participate in the sport of target shooting and archery and to continue to teach the younger generations the proper safety procedures when participating in their chosen activity.

Thank you for allowing me the opportunity to express my positive feelings on the importance of the Boulder city rifle and pistol club for all to enjoy for the decades to come.

Thank you in advance and best regards,

Chris M. Friis  
648 Avenue K  
Boulder City, Nevada 89005

**Tami McKay**

---

**From:** tugh66@yahoo.com  
**Sent:** Monday, August 23, 2021 6:36 PM  
**To:** Tami McKay  
**Subject:** Boulder Rifle and Pistol Club

CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

I am a Boulder City resident and I am very much in favor of renewing the lease to the BRPC. I am a member of this club and it provides a SAFE and convenient way to use our firearms.

If this lease is not renewed, I'm afraid many more people will just go out in the desert and use it as their range. And, from what I have witnessed, this creates a trash problem and unsafe conditions.

Thank you for your consideration on this issue.

Sincerely,  
Don Tschanen

Sent from my iPhone

**Tami McKay**

---

**From:** douglas thompson <poppop143@yahoo.com>  
**Sent:** Monday, August 23, 2021 7:42 PM  
**To:** Tami McKay  
**Subject:** Boulder Rifle and Pistol Club

**CAUTION:** This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

I respectfully urge you to consider approval of the 10 year extension of the club's lease. It is used by many members and nonmembers alike.

Very respectfully,  
Douglas F. Thompson, MD

**Tami McKay**

---

**From:** JOHN RYAN <john.r.ryan1@cox.net>  
**Sent:** Monday, August 23, 2021 11:12 AM  
**To:** Tami McKay  
**Subject:** Rifle range

**CAUTION:** This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

I am a member and I hope the council does the 10 year extention.

## Tami McKay

---

**From:** Britt West <appraisalwest@gmail.com>  
**Sent:** Monday, August 23, 2021 2:28 PM  
**To:** Tami McKay  
**Subject:** Boulder City Rifle and Pistol Club

**CAUTION:** This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

Hi;  
We are longtime residents with a large family here in town. We all fully support the BCRP as they provide a positive benefit to our community.  
thank you for extending their lease with reasonable terms.



Britt K. West, SRA, AI-RRS  
Nevada Certified Appraiser A.0001946-CR

<https://appwest.net/>  
(702) 522 9737

## Tami McKay

---

**From:** Russell and Kathy Barnes <russell.kathy.barnes@gmail.com>  
**Sent:** Monday, August 23, 2021 1:43 PM  
**To:** Tami McKay  
**Subject:** BRPC Lease

**CAUTION:** This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

Please extend the lease for the Boulder City Rifle and Pistol Club. It is a valuable community resource for teaching and practicing gun safety.

Regards,  
Russell and Kathy Barnes



## Tami McKay

---

**From:** baker mike <coati\_2000@yahoo.com>  
**Sent:** Monday, August 23, 2021 8:26 AM  
**To:** Tami McKay  
**Subject:** BRPC Range lease agreement renewal

**CAUTION:** This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

Please renew the lease agreement with the Boulder Rifle and Pistol Club. The BRPC range is a valuable recreational resource to Boulder City by providing a safe and responsible shooting location. Having a proximate shooting range reduces dispersed shooting, thus less trash, poaching and vandalism in the city's open spaces. On the fiscal side, users from outside Boulder City use the range, and patronage Boulder City hotels and restaurants. Much like Bootleg canyon, Boulder City golf courses, Boulder City Art in the Park, the BRPC range is community asset that should be coveted. Thank you for your time.

Mike Baker

7023724477

## Tami McKay

---

**From:** David Kozlowski <vetteski@msn.com>  
**Sent:** Monday, August 23, 2021 8:12 AM  
**To:** Tami McKay  
**Subject:** BRPC Lease

CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

My name is David Kozlowski. I am a resident of Boulder City and member of the community as well as the Boulder Rifle Pistol Club and I implore you to renew the lease it's this fine organization.

**Tami McKay**

---

**From:** David Linderman <dlinbc@yahoo.com>  
**Sent:** Monday, August 23, 2021 7:39 AM  
**To:** Tami McKay  
**Subject:** Boulder Rifle and Pistol Club Lease

**CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.**

I support the Boulder Rifle and Pistol Club renewing their lease. Having a safe and convenient range in Boulder City adds value to Boulder City.

David Linderman  
779 Fairway Drive  
Boulder City, Nevada 89005

## Tami McKay

---

**From:** GERI HIBBARD <gmh410@aol.com>  
**Sent:** Monday, August 23, 2021 5:35 AM  
**To:** Tami McKay  
**Subject:** Renewing lease

CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

I am a part time resident of Boulder City and a member of the club. I am not there now, but want to express my support of the 10 year renewal of the lease.

Don Hibbard

Sent from my iPad

## Tami McKay

---

**From:** Shirlee Lopan <shirleelopan.sl@gmail.com>  
**Sent:** Monday, August 23, 2021 3:18 AM  
**To:** Tami McKay  
**Subject:** BRPC - Support New 10 Year Lease

CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

Hi. My name is Shirlee Lopan and my husband is Larry Lopan, and we have both been members of the BRPC for years. We both support the new 10 year Lease as this Club and this shooting range gives the people a nice and safe place to bring their families to practice shooting as well as it offers instruction for safe shooting as well as instruction for obtaining a conceal carry permit. Please allow the new Lease to be signed.

Thank you.

Sent from my iPad  
Larry & Shirlee Lopan

## Tami McKay

---

**From:** Gene InVegas <E3688E@msn.com>  
**Sent:** Sunday, August 22, 2021 9:56 PM  
**To:** Tami McKay  
**Subject:** Boulder City Range 10 year option

**CAUTION:** This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

As a military veteran, and a retired LVMPD police officer, I ask that you grant the Boulder City range the 10 years option. My son and I have spent many hours of joy as with other families at the range. It's a great outdoor activity that I hope will continue in the future. Eugene L Engle. 702-432-6963.

## Tami McKay

---

**From:** J. Bronstein <blastoe@hotmail.com>  
**Sent:** Sunday, August 22, 2021 8:16 PM  
**To:** Tami McKay  
**Subject:** YES on Boulder Rifle and Pistol Club range lease extension

**CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.**

To the Clerk and City Council:

It is my understanding that Boulder City Council will consider the 10 year lease option on the BRPC Range at the Tuesday August 24, 2021 City Council meeting.

The range is a facility of national quality, hosting a wide variety of shooting sports events, the Annual Shot Show, and training events for those who wish to handle firearms for sporting or defensive purposes. It does all this while exacting little or no cost to the city.

The range dates back to the founding era of Boulder City, and it should be allowed to continue operations not just for an additional 10 years, but indefinitely, so long as it is managed, maintained and improved as it has been for all these many decades.

Due to the current Covid-19 situation, I will not attend the Council meeting, but do encourage lease renewal.

John M. Bronstein - 868 Robinson Lane, Boulder City, Nevada

## **Tami McKay**

---

**From:** Bruce McCarroll <bmc9@cox.net>  
**Sent:** Sunday, August 22, 2021 6:49 PM  
**To:** Tami McKay  
**Subject:** Boulder Rifle and Pistol Club lease

CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

Please approve the 10 yr lease for the Boulder Rifle and Pistol Club.

I have worked as a volunteer Range Safety Officer and NRA Instructor for well over 15 years (now retired.) This club is well run by our Board of Directors, well maintained and safe.

Among the many disciplines we have an excellent youth group for young ones between the ages of 11 and 20 years old. Two of the young women have progressed to state and national competitions.

Thank you,  
Bruce McCarroll  
1806 Hilton Head Drive  
Boulder City NV 89005  
bmc9@cox.net



## Tami McKay

---

**From:** Dennis Cloud <dmcloud58@cox.net>  
**Sent:** Sunday, August 22, 2021 5:40 PM  
**To:** Tami McKay  
**Subject:** 10 year extension to the Boulder city range

CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

My name is Dennis Cloud and I live at 823 Pebble Beach Dr. in Boulder city, I have been a resident for over 40 years of Boulder city and I use the Boulder city rifle range several times a week. Please extend the 10 year option .

Sent from my iPhone

## Tami McKay

---

**From:** MARK SORENSEN <msorensen3@cox.net>  
**Sent:** Sunday, August 22, 2021 5:24 PM  
**To:** Tami McKay  
**Subject:** BRPC LEASE RENEWAL

**CAUTION:** This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

Hello; my name is Mark Sorensen and my family moved to Boulder City in 1974 and our extended family currently reside in three single family residences in Boulder City.

Three generations of the Sorensen family have enjoyed the range and it has become a very important part of our lives.

The range has features and ease of use that is very rare, if not unique among shooting (and now archery) facilities.

Please renew the lease for this very important part of Boulder City's history and culture!

## Tami McKay

---

**From:** Nate Musliner <nmusliner@gmail.com>  
**Sent:** Sunday, August 22, 2021 4:01 PM  
**To:** Tami McKay

**CAUTION:** This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

I have been a member of the BCRP Range for many years  
I and my immediate family enjoy it very much. Teaching self defense and safety.  
PLEASE, vote for an additional 10 years to our existing lease agreement.

Professionally,

Edward "Nate " Musliner  
Prominent Realty Group  
[nmusliner@gmail.com](mailto:nmusliner@gmail.com)  
702 275 5458

**Tami McKay**

---

**From:** Ralph Kouns <rdkouns@gmail.com>  
**Sent:** Sunday, August 22, 2021 4:08 PM  
**To:** Tami McKay

**CAUTION:** This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

RENEW our lease for the range. It's a very important for our diverse community.

## Stacey Brownfield

---

**From:** noreply@civicplus.com  
**Sent:** Tuesday, August 24, 2021 12:14 PM  
**To:** City Clerk  
**Subject:** Online Form Submittal: Meetings Comment Form

**CAUTION: This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.**

### Meetings Comment Form

#### Meetings Public Comment Form

*Please complete this form if you would like to provide your comment on an item to be discussed at a Boulder City Council, Committee or Commission meeting. Comments should be addressed to the Council as a whole, not to an individual member. Thank you for your cooperation and participation.*

*The Mayor and Boulder City Council request that all comments are expressed in a courteous manner. If you choose to comment, messages are limited to five minutes each.*

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First Name	James C.
Last Name	Douglass
Email Address	2768k@cox.net
Phone Number	7022935245
Address	1436 Pueblo Dr
City	Boulder City
State	NV
Zip	89005
If you are representing someone other than yourself, please indicate who you are	N/A

representing (i.e. family member, organization).

Do you wish to speak?

No

Meeting Date and/or Function

24 August, 2021 Boulder City City Council Meeting

Agenda Item: If unsure of the item, please view the agenda at [www.bcnv.org/agendacenter](http://www.bcnv.org/agendacenter). If you do not want to speak to a specific agenda item, please type "General Public Comment" below.

Item 11

Opinion

Support

Your Comment

I strongly urge approval of Resolution No.7325, renewing the City's agreement with the Boulder City Rifle and Pistol Club for an additional ten (10) year period pursuant to its terms until August 26, 2031. I do so not only as a long term member of the BCRPC who uses the range routinely (once a week, weather and other commitments permitting) but as a member of the community as well. Having a safe and secure facility where people can hone their shooting skills benefits both Boulder City and the entirety of Clark County.

Thank you for your time.  
(s) James C. Douglass

Affirm

Yes

Do you wish to sign up to receive future agendas and news items from the City of Boulder City?

No

Email not displaying correctly? [View it in your browser.](#)

## Stacey Brownfield

---

**From:** noreply@civicplus.com  
**Sent:** Tuesday, August 24, 2021 8:34 AM  
**To:** City Clerk  
**Subject:** Online Form Submittal: Meetings Comment Form

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### Meetings Comment Form

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First Name	Donald
Last Name	Green
Email Address	barbarajw44@outlook.com
Phone Number	7252330492
Address	1200 Industrial Rd., Lot 8
City	Boulder City
State	Nevada
Zip	89005
If you are representing someone other than yourself, please indicate who you are	Boulder City Rifle and Pistol Club

representing (i.e. family member, organization).

Do you wish to speak?

No

Meeting Date and/or Function

August 24, 2021

Agenda Item: If unsure of the item, please view the agenda at

[www.bcnv.org/agendacenter](http://www.bcnv.org/agendacenter).

If you do not want to speak to a specific agenda item, please type "General Public Comment" below.

Extension of the BCRP range lease for another ten years.

Opinion

Support

Your Comment

The Boulder City Rifle and Gun Club contributes to the Boulder City, Nevada community with revenues that come into the City with visitors to the gun range annually. These visitors additionally utilize the restaurants and stores in Boulder City.

Affirm

Yes

Do you wish to sign up to receive future agendas and news items from the City of Boulder City?

Yes

Email not displaying correctly? [View it in your browser.](#)



## Tami McKay

---

**From:** BrockADavis@aol.com  
**Sent:** Sunday, August 22, 2021 4:22 PM  
**To:** Tami McKay  
**Cc:** brockadavis  
**Subject:** Please Support the Historic BCRP Club's lease extension.

**CAUTION:** This email originated from outside the Boulder City, NV network. Please note the sender and maintain caution when opening external links/attachments.

I am writing to ask for the Boulder City Council to continue support for the Boulder City Rifle Pistol Club and approve the lease extension for our Historic range. Originally constructed in 1938 by The the Army Corp of Engineers with a 1000 yard range it is as Historic as any Boulder City Building or tradition.

As a Boulder City native born here in 1954, I have memories of shooting at the range as an <sup>NRA</sup> NHRA Junior Shooter and throughout my life... Pulling and marking targets for the shooters on the 1000 yard range remains a highlight of my memory of growing up in Boulder City, NV. BCRPC continues to provide a World Class safe, comfortable, enjoyable range for Juniors and Adults to enjoy the shooting sports. Not just for our Boulder City Residents but for members and visitors from all over our Country and from all over the world.

I've had the privilege of working at the Shot Show Range Day with exhibitors and companies that come to our town from all over the world. I look forward to doing that again.

I'm available for any elaboration needed.

Sincerely

Brock Davis

BrockADavis@aol.com

702-592-8888

1100 Fifth Street

Boulder City, Nevada 89005

## Tami McKay

---

**From:** noreply@civicplus.com  
**Sent:** Monday, August 23, 2021 8:10 PM  
**To:** City Clerk  
**Subject:** Online Form Submittal: Meetings Comment Form

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#### Meetings Public Comment Form

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---

*The Mayor and Boulder City Council request that all comments are expressed in a courteous manner. If you choose to comment, messages are limited to five minutes each.*

---

*PLEASE NOTE: Comments received after 4:00 PM the day of the scheduled meeting may not be included in the record. You are encouraged to send in your comments early to allow for distribution to City Council, Committee or Commission members for review.*

---

First Name	LAURIE
Last Name	MORANG
Email Address	lmorang@cox.net
Phone Number	7022453534
Address	1610 Broadmoor Circle
City	Boulder City
State	NV
Zip	89005

If you are representing someone other than yourself, please indicate who you are	<i>Field not completed.</i>
--	-----------------------------

---

representing (i.e. family member, organization).

Do you wish to speak?

No

Meeting Date and/or Function

8/24/2021 City Council

Agenda Item: If unsure of the item, please view the agenda at

[www.bcnv.org/agendacenter](http://www.bcnv.org/agendacenter).

If you do not want to speak to a specific agenda item, please type "General Public Comment" below.

BRPC Range - renew the lease for 10 years.

Opinion

Support

Your Comment

I have finally become a member after many years of being on a wait list. Now that we are able to go as a member, and not a non member, I enjoy the perks. Please renew the lease!

Affirm

Yes

Do you wish to sign up to receive future agendas and news items from the City of Boulder City?

No

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## Stacey Brownfield

---

**From:** noreply@civicplus.com  
**Sent:** Monday, August 23, 2021 4:38 PM  
**To:** City Clerk  
**Subject:** Online Form Submittal: Meetings Comment Form

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### Meetings Comment Form

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First Name	Chuck
Last Name	Gebhart
Email Address	opiebcfd@gmail.com
Phone Number	7029304447
Address	1509 MANCHA DRIVE
City	BOULDER CITY
State	NV
Zip	89005
If you are representing someone other than yourself, please indicate who you are	Field not completed.

representing (i.e. family member, organization).

Do you wish to speak?

No

Meeting Date and/or Function

Aug. 24. 2021. Council meeting

Agenda Item: If unsure of the item, please view the agenda at

[www.bcnv.org/agendacenter](http://www.bcnv.org/agendacenter).

If you do not want to speak to a specific agenda item, please type "General Public Comment" below.

Resolution # 7325

Opinion

Support

Your Comment

Please approve this resolution/ extension of the Lease for Boulder City Rifle and Pistol club.

This is a great training facility. Their classes are very popular and professionally done. The education they provide to all ages is invaluable. It is a great family friendly place to enjoy in our small community.

Thank you in advance for continuing to create, maintain and enhance our community with places such as the BCR&PC.

Affirm

Yes

Do you wish to sign up to receive future agendas and news items from the City of Boulder City?

No

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## Stacey Brownfield

---

**From:** noreply@civicplus.com  
**Sent:** Monday, August 23, 2021 10:12 AM  
**To:** City Clerk  
**Subject:** Online Form Submittal: Meetings Comment Form

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First Name	Jerry
Last Name	Berg
Email Address	debjerberg@cox.net
Phone Number	7607929376
Address	1628 Georgia Ave
City	Boulder City
State	Nevada
Zip	89005
If you are representing someone other than yourself, please indicate who you are	Field not completed.

representing (i.e. family member, organization).

---

Do you wish to speak?

No

---

Meeting Date and/or Function

8-24-21 Boulder Gun Range

---

Agenda Item: If unsure of the item, please view the agenda at

[www.bcnv.org/agendacenter](http://www.bcnv.org/agendacenter).

If you do not want to speak to a specific agenda item, please type "General Public Comment" below.

General Public Comment

---

Opinion

Support

---

Your Comment

I have belonged to the Boulder Gun Club since I moved back here 5 years ago. It is a fun, safe place to enjoy the shooting sports. By having a safe place to shoot, we don't need to go out into the desert or drive to a range in Henderson/Las Vegas. When I have friends join me for a day at the range, we usually meet at one of our towns eateries for breakfast and then go to Jack's Place or the Elks for a beer or two afterwards. By having this great facility in town, all of our time and money is spent here.....like it should be. Thanl you.

---

Affirm

Yes

---

Do you wish to sign up to receive future agendas and news items from the City of Boulder City?

No

---

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## Stacey Brownfield

---

**From:** noreply@civicplus.com  
**Sent:** Monday, August 23, 2021 8:27 AM  
**To:** City Clerk  
**Subject:** Online Form Submittal: Meetings Comment Form

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First Name	Mike
Last Name	Baker
Email Address	coati_2000@yahoo.com
Phone Number	7023724477
Address	304 lakeview drive
City	boulder city
State	nevada
Zip	89005
If you are representing someone other than yourself, please indicate who you are	Field not completed.



representing (i.e. family member, organization).

---

Do you wish to speak?

No

---

Meeting Date and/or Function

August 24, 2021

---

Agenda Item: If unsure of the item, please view the agenda at [www.bcnv.org/agendacenter](http://www.bcnv.org/agendacenter). If you do not want to speak to a specific agenda item, please type "General Public Comment" below.

BRPC Boulder City Council Range Lease Agreement

---

Opinion

Support

---

Your Comment

Please renew the lease agreement with the Boulder Rifle and Pistol Club. The BRPC range is a valuable recreational resource to Boulder City by providing a safe and responsible shooting location. Having a proximate shooting range reduces dispersed shooting, thus less trash, poaching and vandalism in the city's open spaces. On the fiscal side, users from outside Boulder City use the range, and patronage Boulder City hotels and restaurants. Much like Bootleg canyon, Boulder City golf courses, Boulder City Art in the Park, the BRPC range is community asset that should be coveted. Thank you for your time.

---

Affirm

Yes

---

Do you wish to sign up to receive future agendas and news items from the City of Boulder City?

Yes

---

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## Stacey Brownfield

---

**From:** noreply@civicplus.com  
**Sent:** Sunday, August 22, 2021 8:42 PM  
**To:** City Clerk  
**Subject:** Online Form Submittal: Meetings Comment Form

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First Name	John
Last Name	Bronstein
Email Address	blastoe@hotmail.com
Phone Number	7022212731
Address	868 Robinson Lane
City	Boulder City
State	Nevada
Zip	89005
If you are representing someone other than yourself, please indicate who you are	Field not completed.

representing (i.e. family member, organization).

Do you wish to speak?

No

Meeting Date and/or Function

August 24th, 2021 - City Council Meeting

Agenda Item: If unsure of the item, please view the agenda at [www.bcnv.org/agendacenter](http://www.bcnv.org/agendacenter). If you do not want to speak to a specific agenda item, please type "General Public Comment" below.

Item 11: Resolution No. 7325, to renew Agreement No. 00-618A for an additional ten (10) years between the City and the Boulder City Rifle and Pistol Club

Opinion

Support

Your Comment

The Boulder Rifle and Pistol Club range is a facility of national stature, dating back to the City's founding era, hosting a broad array of shooting sports events, the annual national Shot Show, and firearm safety training classes. Many of these shooting events and training classes are open to the general public, regardless of club membership. The facility has been and continues to be upgraded and improved, year by year, throughout its history, up to the present day.

There should be no question of continuing the City's lease of the land for this premier facility, one of the many attractions and facilities that make Boulder City a desirable place to visit and live.

Yes on lease renewal.

John Bronstein, Robinson Lane, Boulder City

Affirm

Yes

Do you wish to sign up to receive future agendas and news items from the City of Boulder City?

No

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## **R7326 AFDA-17-188**

### **SUBJECT:**

For possible action: Resolution No. 7326, a resolution of the City Council of Boulder City, Nevada converting 22 residential reservations to allotments for Construction Year 2021-22 for Boulder Hills Estates, BC No. 113 (AFDA-17-188)

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Item 2 report	Cover Memo
<input type="checkbox"/> Reso 7326	Resolution Letter
<input type="checkbox"/> Location Map	Backup Material
<input type="checkbox"/> Phase Map	Backup Material



BOULDER CITY  
CITY COUNCIL

**MAYOR**  
KIERNAN McMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



**MEETING LOCATION:**  
**CITY COUNCIL CHAMBER**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**MAILING ADDRESS:**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**WEBPAGE:**  
WWW.BCNV.ORG



**CITY MANAGER:**  
TAYLOUR TEDDER, CECD

**CITY ATTORNEY:**  
BRITTANY LEE WALKER, ESQ

**CITY CLERK:**  
TAMI MCKAY, MMC, CPO

**ADMINISTRATIVE SERVICES DIRECTOR:**  
BRYCE BOLDT

**COMMUNITY DEVELOPMENT DIRECTOR:**  
MICHAEL MAYS, AICP

**PUBLIC WORKS DIRECTOR:**  
KEEGAN LITTELL, P.E.

**ACTING UTILITIES DIRECTOR:**  
KEEGAN LITTELL, P.E.

**POLICE CHIEF:**  
TIM SHEA

**FIRE CHIEF:**  
WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 2 Staff Report

**TO:** Taylour Tedder, City Manager  
**FROM:** Susan Danielewicz, City Planner  
Community Development Department  
**DATE:** September 7, 2021

**SUBJECT:** Resolution No. 7326, a resolution of the City Council of Boulder City, Nevada converting 22 residential reservations to allotments for Construction Year 2021-22 for Boulder Hills Estates, BC No. 113 (AFDA-17-188)

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** That the City Council consider adoption of Resolution No. 7326 (Attachment 1) as noted above.

## **Overview:**

- Applicant received City Council approval on February 9, 2021 for 30 reservations for Construction Year 2021-22
- Only 22 allotments will be needed to complete the subdivision
- Applicant is now seeking to convert 22 reservations to allotments

**Property Owner:** StoryBook-Boulder, LLC

**Location:** BC No. 113, Boulder Hills Estates

**Zoning:** R1-7 and R1-10, Single-Family Residential

**Comments:** StoryBook Homes is developing a 127-lot single-family subdivision at the southeast corner of Adams Blvd. and Bristlecone Dr. called Boulder Hills Estates (see Attachments 2 and 3). Final maps have been recorded for all phases of the subdivision, being Units 1, 2 and 3. As of this date, there are 25 vacant lots in Unit 3 and 2 vacant lots in Unit 1 (adjacent to the model homes).

As per Title 11, Chapter 41 of the City Code (aka Growth Control Ordinance), a maximum of 120 allotments may be issued for each construction year (CY). A CY runs from July 1<sup>st</sup> to June 30<sup>th</sup>. An individual development may not receive more than 30 allotments per CY. Allotments expire one year after approval if no building permit has been obtained. Progress is reported each month to the Planning Commission.

Previous allotments and reservations approved to date, noting the most recent actions for each CY:

CY	Approved, Council date	Permits Issued	Expired
16-17	30 allotments, 4/24/2018	23	7
17-18	30 allotments, 4/24/2018	0	30
18-19	30 allotments, 4/23/2019	30	0
19-20	30 allotments, 1/14/2020	22	8
20-21	30 allotments, 1/12/2021	25 to date*	0 (good thru 1/12/2022)
21-22	30 reservations, 2/9/2021		

\*Another 4 permits have been submitted for review as of this date

Total building permits issued to date: 100

Remaining lots in subdivision (127 total): 27

Allotments available: 5 remaining from CY 20-21 (4 permits pending)

22 requested for CY 21-22

27

The applicant is now requesting conversion of 22 reservations for CY 21-22 to allotments. As noted above, the allotments will be good for one year from the date of conversion.

Note: The remaining 8 reservations for the applicant for CY 21-22 will remain available for their potential use through June 30, 2022. Their use would only be needed if StoryBook significantly slowed its construction pace and anticipated that some of the 22 allotments would expire, which would occur one year after issuance (September 14, 2022). Per the code, progress is tracked monthly so this can be addressed if needed.

Allotment Committee action: At its October 6, 2020 meeting, the Allotment Committee reviewed and recommended creating 30 reservations for CY 2021-22.

Boulder City Strategic Plan Goal: Goal C, Manage Growth and Development, Strategy 3: Demonstrate adherence to the Controlled Growth Ordinance.

Department Recommendation: The Community Development Department respectfully requests that the City Council consider adoption of Resolution No. 7326, converting 22 residential reservations to allotments for Construction Year 2021-22 for Boulder Hills Estates.

Attachments:

Attachment 1: Resolution No. 7326

Attachment 2: Location Map

Attachment 3: Phase Map

RESOLUTION NO. 7326

A RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA  
CONVERTING 22 RESIDENTIAL RESERVATIONS TO ALLOTMENTS FOR  
CONSTRUCTION YEAR 2021-22 FOR BOULDER HILLS ESTATES, BC NO.  
113 (AFDA-17-188)

WHEREAS, On February 9, 2021 the Boulder City Council adopted Resolution No. 7225 approving a request on behalf of StoryBook Homes for 30 residential reservations for Construction Year (CY) 2021-22 for Boulder Hills Estates, BC No. 113 pursuant to the provisions of Chapter 11-41 of the City Code (Controlled Growth Management Plan); and

WHEREAS, The model homes for this development were previously approved under the original allotment request for AFDA-17-188, plus an amendment for an additional model, and the models remain the same; and

WHEREAS, Upon utilization of the previously approved allotments for CY 2020-21 there will be 22 lots remaining which require allotments; and

WHEREAS, On August 9, 2021 StoryBook Homes requested the conversion of 22 reservations to allotments for CY 2021-22; and

WHEREAS, Construction Year 2021-22 began on July 1, 2021 and there are more than 22 allotments available for issuance; and

WHEREAS, The remaining 8 reservations for CY 2021-22 will remain available to StoryBook Homes for their use if needed (should other allotments or permits expire), through June 30, 2022;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Boulder City, Nevada, does hereby approve the conversion of 22 reservations to allotments for CY 2021-22 for Boulder Hills Estates, BC No. 113.

BE IT FURTHER RESOLVED that, as per Section 11-41-13 of the City Code, this award of allotment will be automatically rescinded for any homes for which building permits have not been issued within one (1) year of this award.

DATED and APPROVED this 14th day of September, 2021.

---

Kiernan McManus, Mayor

---

ATTEST: Tami McKay, City Clerk



# Location Map for Boulder Hills Estates



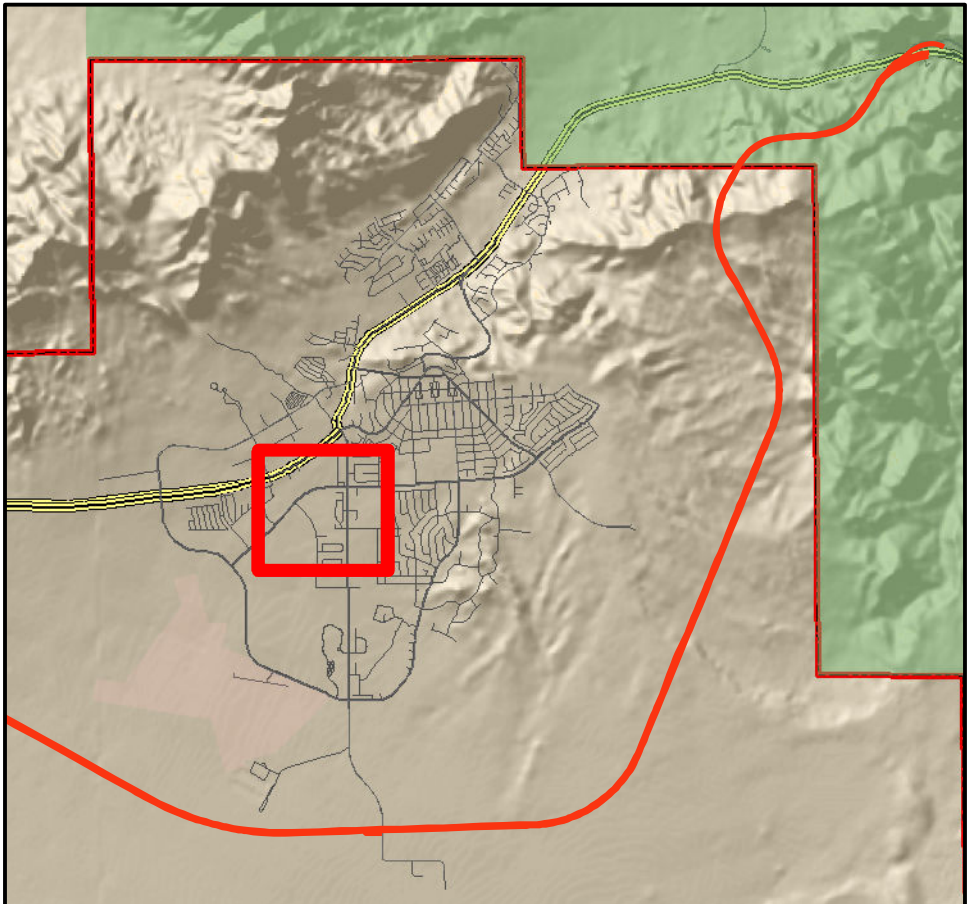
## Legend

- 1201 Adams Blvd
- City Limits
- Municipal Airport
- City Parks
- Golf Courses
- Cemeteries
- Lake Mead National Recreation Area

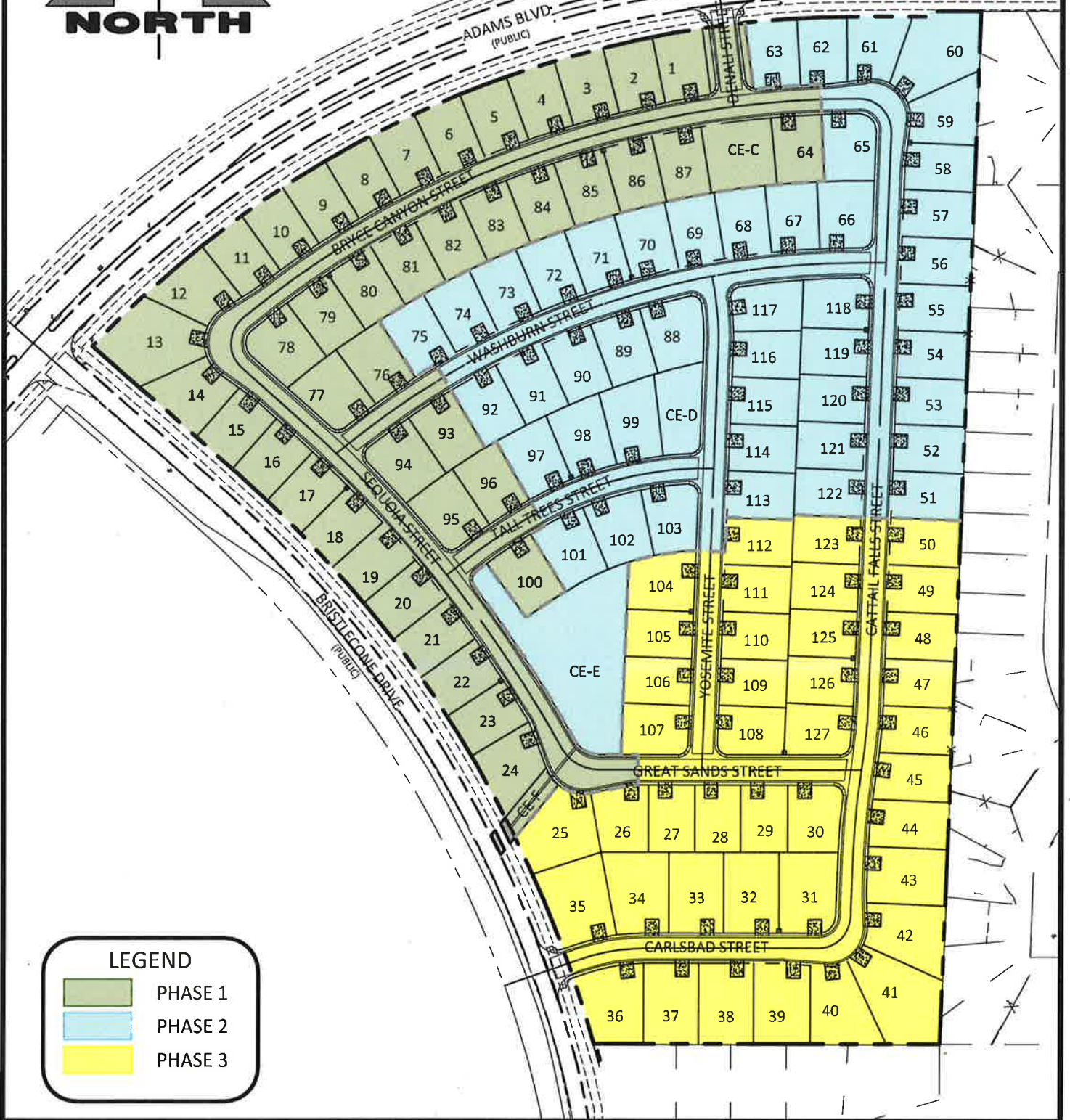


0 250 500 Feet

Map created by:  
Brok Armantrout  
Special Projects Manager  
City of Boulder City, Nevada  
February 15, 2018







**LEGEND**

	PHASE 1
	PHASE 2
	PHASE 3

**BOULDER HILLS ESTATES - PHASING EXHIBIT**

**GCV**  
 ENGINEERS \ SURVEYORS  
 1555 S. RAINBOW BLVD.  
 LAS VEGAS, NV 89146  
 T: 702.804.2000  
 F: 702.804.2299  
[gcwengineering.com](http://gcwengineering.com)

## **R7327 Clark County Regional Disaster Recovery Plan**

### **SUBJECT:**

For possible action: Resolution No. 7327, a resolution of the City Council of Boulder City, Nevada approving Agreement No. 21-1941, adopting the Clark County Regional Disaster Recovery Plan (Confidential per NRS 239C), dated February 2021

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
Item 3 Staff Report R 7327	Cover Memo
R7327	Resolution Letter
CONFIDENTIAL Plan	Cover Memo



BOULDER CITY  
CITY COUNCIL

**MAYOR**  
KIERNAN McMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



**MEETING LOCATION:**  
**CITY COUNCIL CHAMBER**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**MAILING ADDRESS:**  
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**CITY MANAGER:**  
TAYLOUR TEDDER, CECD

**CITY ATTORNEY:**  
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**POLICE CHIEF:**  
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**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 3 Staff Report

TO: Taylour Tedder, City Manager

FROM: Will Gray, Fire Chief

DATE: September 14, 2021

**SUBJECT:** For Possible Action: Resolution No. 7327, a resolution of the City Council of Boulder City, Nevada approving Agreement No. 21-1941, adopting the Clark County Regional Disaster Recovery Plan (Confidential per NRS 239C) dated February 2021

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** That the City Council approve the adoption of the Clark County Regional Disaster Recovery Plan dated February 2021.

## Overview:

- The Regional Disaster Recovery Plan has been developed to establish a regional framework to support the needs of all partners within the Las Vegas Urban Area.
- This plan is issued in accordance with NRS Chapter 414.

**Background Information:** The purpose of this plan is to outline Clark County's and its regional partners' all-hazards approach to providing disaster recovery support following an incident. The plan is implemented whenever the County or its jurisdictional partners within the Las Vegas Urban Area must provide disaster recovery and support following a disaster.

The plan covers events that are natural, human-caused, or technological hazards and are designed to align with plans and procedures at the local, state, and federal level. The plan provides the framework for delivering disaster recovery support to the region, but does not replace the need for jurisdiction, department and agency specific plans and procedures.

The plan focuses on the six primary Recovery Support Function (RSFs) Annexes.

- RSF 1 – Community Planning and Capacity
- RSF 2 – Economic Recovery
- RSF 3 – Health and Social Services
- RSF 4 – Housing
- RSF 5 – Infrastructure Systems
- RSF 6 – Natural and Cultural Resources

This plan is supported by the following plans:

- County Emergency Operations Plan
- Continuity of Operations Plan
- Clark County Multi-Jurisdictional Hazard Mitigation Plan
- Jurisdictional Partner Recovery Plans
- State-Level Plans
- State of Nevada Disaster Recovery Framework
- Federal Plans
- National Disaster Recovery Framework

This plan will be used when a disaster occurs that exceeds the community's capacity or that has significant impact on the economy, housing, or local infrastructure. The plan covers all areas of city government that would be involved in a disaster and the recovery efforts.

Financial: None

Boulder City Strategic Plan Goal: Goal E – Sustain a High Level of Public Safety Services.

Department Recommendation: The Fire Department respectfully request that the City Council approve the adoption of the Clark County Regional Disaster Recovery Plan dated February 2021

Attachment:

Confidential: Clark County Regional Disaster Recovery Plan  
Resolution No. 7327

**RESOLUTION NO. 7327**

**A RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING AGREEMENT NO. 21-1941, ADOPTING THE CLARK COUNTY REGIONAL DISASTER RECOVERY PLAN (CONFIDENTIAL PER NRS 239C) DATED FEBRUARY 2021**

**WHEREAS,** Clark County has experienced declared disasters on several occasions in the past decade, resulting in the loss of life, economic hardship, and threats to public health and safety; and

**WHEREAS,** the Clark County Regional Disaster Recovery Plan (Plan) has been developed through the coordination of the Clark County Office of Emergency Management and Homeland Security with participation of representatives from local jurisdictions, and key stakeholders to include non-governmental organizations with Clark County for the comprehensive whole community response and support of a disaster event; and

**WHEREAS,** Pursuant to NRS 239C.210 and Executive Order 2020-01, the Plan is confidential.

**NOW, THEREFORE, BE IT RESOLVED** the City Council hereby approves Resolution No. 7327, adopting the Clark County Regional Disaster Recovery Plan (Confidential per NRS 239C) dated February 2021.

**DATED and APPROVED** this 14th day of September, 2021.

---

Kiernan McManus, Mayor

ATTEST:

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Tami McKay, City Clerk  
(Seal)

# **Clark County, Nevada**



## **REGIONAL DISASTER RECOVERY PLAN**

**February 2021**

*Prepared by:*

*Clark County Regional Recovery Organization*



## **R7328 RDA Funds for The Sands Motel**

### **SUBJECT:**

For possible action: Resolution No. 7328, a resolution of the City Council of Boulder City, Nevada authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 231 for the Sands Motel, 809 Nevada Way

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Item 4 Staff Report	Cover Memo
<input type="checkbox"/> Resolution No 7328	Resolution Letter



BOULDER CITY  
CITY COUNCIL

MAYOR  
KIERNAN McMANUS

COUNCIL MEMBERS:  
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WILLIAM GRAY, CFO

FINANCE DIRECTOR:  
DIANE PELLETIER, CPA

PARKS & RECREATION DIRECTOR  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 4

## Staff Report

TO: Taylour Tedder, City Manager

FROM: Raffi Festekjian, Economic Development Coordinator

DATE: September 7, 2021

SUBJECT: For Possible Action: Resolution No. 7328, a resolution of the City Council of Boulder City, authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 231 for the Sands Motel, 809 Nevada Way

Business Impact Statement: This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: That the City Council approve Resolution No. 7328.

### Overview:

- The Redevelopment Agency Board held a meeting on September 14, 2021 to consider RDA funding for the Sands Motel.
- Action is required by the City Council to authorize disbursement of funds.
- This project is funded through Redevelopment Agency Program funds - \$180,000 is budgeted for FY22.

Background Information: The Redevelopment Agency Board reviewed the Sands Motel project at a meeting held on September 14, 2021. The project will be funded through the Redevelopment Agency (RDA) Program's budget not to exceed \$9,644 under RDA Resolution No. 231.

City Council action is required to authorize the funding for budgeting and disbursement. Resolution No. 7328 authorizes the Finance Department to disburse funds in accordance with applicable law.



The RDA program was established to assist businesses and developers interested in projects aimed at revitalizing property within the boundary limits. It's a grant in which up to 30% and/or 50% for historical signage (max \$99,900) of the total project costs of eligible improvements can be reimbursed. This application complies with the eligibility requirements of the program.

Funds will be used to paint the exterior of the motel and sign. Also, the lower sign cabinet will be replaced and converted to LED. It is estimated that this improvement (eligible items) will cost approximately \$32,146.

Financial: The FY22 RDA budget for commercial grants is \$180,000.

Boulder City Strategic Plan Goal: Complies with Goal C: Manage Growth and Development.

Department Recommendation: The Community Development Department respectfully requests that the City Council approve Resolution No. 7328.

Attachment:

Resolution No. 7328

RESOLUTION NO. 7328

RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA AUTHORIZING  
DISBURSEMENT OF RDA FUNDS FOR ELIGIBLE ACTIVITIES APPROVED UNDER  
RDA RESOLUTION NO. 231 FOR THE SANDS MOTEL, 809 NEVADA WAY

WHEREAS, the Boulder City Redevelopment Agency carefully considered a proposed project from Sands Motel Corp. (Archana and Bipin Patel), at the meeting held on September 14, 2021; and

WHEREAS, the property is located at 809 Nevada Way and Archana and Bipin Patel have applied for Redevelopment Agency funds to help offset the expenses related to eligible activities for the exterior improvements of the business; and

WHEREAS, The AGENCY approved funding for this project under the authority of NRS 279.470 in the amount not to exceed \$9,644.00 for eligible exterior improvements, provided for in Redevelopment Agency Resolution No. 231; and

WHEREAS, The Redevelopment Agency is seeking concurrence and approval by the Boulder City Council to approve this project.

NOW, THEREFORE, BE IT RESOLVED that the Boulder City Council does hereby determine that pursuant to NRS 279.486, the proposed project is consistent with the Boulder City Redevelopment Plan and applicable NRS regulations; and

BE IT FURTHER RESOLVED that the City Council hereby approves the disbursement of Redevelopment Agency funds of a sum not to exceed Nine Thousand Six Hundred Forty Four dollars (\$9,644.00) as approved under Redevelopment Agency Resolution No. 231.

DATED and APPROVED this 14<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Kiernan McManus, Mayor

\_\_\_\_\_  
ATTEST: Tami McKay, City Clerk

## **R7329 RDA Funds for Faith Christian Church**

### **SUBJECT:**

For possible action: Resolution No. 7329, a resolution of the City Council of Boulder City, Nevada authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 232 for Faith Christian Church, 1100 Buchanan Boulevard

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Item 5 Staff Report	Cover Memo
<input type="checkbox"/> Resolution No 7329	Resolution Letter



BOULDER CITY  
CITY COUNCIL

MAYOR  
KIERNAN McMANUS

COUNCIL MEMBERS:  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



MEETING LOCATION:  
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CITY CLERK:  
TAMI MCKAY, MMC, CPO

ADMINISTRATIVE SERVICES DIRECTOR:  
BRYCE BOLDT

COMMUNITY DEVELOPMENT DIRECTOR:  
MICHAEL MAYS, AICP

PUBLIC WORKS DIRECTOR:  
KEEGAN LITTELL, P.E.

ACTING UTILITIES DIRECTOR:  
KEEGAN LITTELL, P.E.

POLICE CHIEF:  
TIM SHEA

FIRE CHIEF:  
WILLIAM GRAY, CFO

FINANCE DIRECTOR:  
DIANE PELLETIER, CPA

PARKS & RECREATION DIRECTOR  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 5

## Staff Report

TO: Taylour Tedder, City Manager

FROM: Raffi Festekjian, Economic Development Coordinator

DATE: September 7, 2021

SUBJECT: For Possible Action: Resolution No. 7329, a resolution of the City Council of Boulder City, authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 232 for Faith Christian Church, 1100 Buchanan Boulevard

Business Impact Statement: This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: That the City Council approve Resolution No. 7329.

### Overview:

- The Redevelopment Agency Board held a meeting on September 14, 2021 to consider RDA funding for Faith Christian Church.
- Action is required by the City Council to authorize disbursement of funds.
- This project is funded through Redevelopment Agency Program funds - \$180,000 is budgeted for FY22.

Background Information: The Redevelopment Agency Board reviewed the Faith Christian Church project at a meeting held on September 14, 2021. The project will be funded through the Redevelopment Agency (RDA) Program's budget not to exceed \$13,270 under RDA Resolution No. 232.

City Council action is required to authorize the funding for budgeting and disbursement. Resolution No. 7329 authorizes the Finance Department to disburse funds in accordance with applicable law.

The RDA program was established to assist businesses and developers interested in projects aimed at revitalizing property within the boundary limits. It's a grant in which up to 30% and/or 50% for historical signage (max \$99,900) of the total project costs of eligible improvements can be reimbursed. This application complies with the eligibility requirements of the program.

Funds will be used to replace the existing cracked asphalt and to install wheel stops. It is estimated that this improvement (eligible items) will cost approximately \$44,235.

Financial: The FY22 RDA budget for commercial grants is \$180,000.

Boulder City Strategic Plan Goal: Complies with Goal C: Manage Growth and Development.

Department Recommendation: The Community Development Department respectfully requests that the City Council approve Resolution No. 7329.

Attachment:

1. Resolution No. 7329

RESOLUTION NO. 7329

RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA AUTHORIZING DISBURSEMENT OF RDA FUNDS FOR ELIGIBLE ACTIVITIES APPROVED UNDER RDA RESOLUTION NO. 232 FOR FAITH CHRISTIAN CHURCH, 1100 BUCHANAN BOULEVARD

WHEREAS, the Boulder City Redevelopment Agency carefully considered a proposed project from Faith Christian Church, at the meeting held on September 14, 2021; and

WHEREAS, the property is located at 1100 Buchanan Boulevard and Faith Christian Church has applied for Redevelopment Agency funds to help offset the expenses related to eligible activities for the exterior improvements of the business; and

WHEREAS, The AGENCY approved funding for this project under the authority of NRS 279.470 in the amount not to exceed \$13,270.00 for eligible exterior improvements, provided for in Redevelopment Agency Resolution No. 232; and

WHEREAS, The Redevelopment Agency is seeking concurrence and approval by the Boulder City Council to approve this project.

NOW, THEREFORE, BE IT RESOLVED that the Boulder City Council does hereby determine that pursuant to NRS 279.486, the proposed project is consistent with the Boulder City Redevelopment Plan and applicable NRS regulations; and

BE IT FURTHER RESOLVED that the City Council hereby approves the disbursement of Redevelopment Agency funds of a sum not to exceed Thirteen Thousand Two Hundred Seventy Dollars (\$13,270.00) as approved under Redevelopment Agency Resolution No. 232.

DATED and APPROVED this 14<sup>th</sup> day of September, 2021.

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Kiernan McManus, Mayor

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ATTEST: Tami McKay, City Clerk

## **R7330 RDA Funds for 633 Nevada Way**

### **SUBJECT:**

For possible action: Resolution No. 7330, a resolution of the City Council of Boulder City, Nevada authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 233 for 633 Nevada Way

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
 Item 6 Staff Report	Cover Memo



# City Council Meeting September 14, 2021 Item No. 6

**BOULDER CITY  
CITY COUNCIL**

**MAYOR**  
KIERNAN McMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



**MEETING LOCATION:**  
**CITY COUNCIL CHAMBER**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**MAILING ADDRESS:**  
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**CITY MANAGER:**  
TAYLOUR TEDDER, CECD

**CITY ATTORNEY:**  
BRITTANY LEE WALKER, ESQ.

**CITY CLERK:**  
TAMI MCKAY, MMC, CPO

**ADMINISTRATIVE SERVICES DIRECTOR:**  
BRYCE BOLDT

**COMMUNITY DEVELOPMENT DIRECTOR:**  
MICHAEL MAYS, AICP

**PUBLIC WORKS DIRECTOR:**  
KEEGAN LITTELL, P.E.

**ACTING UTILITIES DIRECTOR:**  
KEEGAN LITTELL, P.E.

**POLICE CHIEF:**  
TIM SHEA

**FIRE CHIEF:**  
WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

**TO:** Taylour Tedder, City Manager

**FROM:** Raffi Festekjian, Economic Development Coordinator

**DATE:** September 7, 2021

**SUBJECT:** For Possible Action: Resolution No. 7330, a resolution of the City Council of Boulder City, authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 233 for 633 Nevada Way

This item has been removed from consideration.



## **R7331 RDA Funds for 524 Nevada Way**

### **SUBJECT:**

For possible action: Resolution No. 7331, a resolution of the City Council of Boulder City, Nevada authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 234 for the property located at 524 Nevada Way

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Item 7 Staff Report	Cover Memo
<input type="checkbox"/> Resolution No 7331	Resolution Letter



BOULDER CITY  
CITY COUNCIL

MAYOR  
KIERNAN McMANUS

COUNCIL MEMBERS:  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
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CITY MANAGER:  
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COMMUNITY DEVELOPMENT DIRECTOR:  
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ACTING UTILITIES DIRECTOR:  
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POLICE CHIEF:  
TIM SHEA

FIRE CHIEF:  
WILLIAM GRAY, CFO

FINANCE DIRECTOR:  
DIANE PELLETIER, CPA

PARKS & RECREATION DIRECTOR  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 7

## Staff Report

TO: Taylour Tedder, City Manager

FROM: Raffi Festekjian, Economic Development Coordinator

DATE: September 7, 2021

SUBJECT: For possible action: Resolution No. 7331, a resolution of the City Council of Boulder City, authorizing disbursement of RDA funds for eligible activities approved under RDA Resolution No. 234 for the property located at 524 Nevada Way

Business Impact Statement: This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: That the City Council approve Resolution No. 7331.

### Overview:

- The Redevelopment Agency Board held a meeting on September 14, 2021 to consider RDA Historic Preservation funding for 524 Nevada Way
- Action is required by the City Council to authorize disbursement of funds.
- This project is funded through Redevelopment Agency Historic Preservation Program funds - \$100,000 is budgeted for FY22.
- Available remaining grant funds for FY22 \$100,000

Background Information: The Redevelopment Agency Board reviewed the Tap Water Management Group's project (524 Nevada Way) at a meeting held on September 14, 2021. The project will be funded through the Redevelopment Agency Historic Preservation Grant (HPG) Program's budget not to exceed \$99,900 under RDA Resolution No. 234.

City Council action is required to authorize the funding for budgeting and disbursement. Resolution No. 7331 authorizes the Finance Department to disburse funds in accordance with applicable law.

The RDA Historic Preservation Grant (HPG) Program provides assistance for redevelopment activities that advance efforts to preserve historically significant properties in the City's RDA district. The HPG was established to provide property owners and tenant's financial assistance through a grant to restore eligible buildings. Up to 50% (max \$99,900) of total project costs of eligible improvements can be reimbursed. The Historic Preservation Grant Program Guidelines were approved by the RDA Agency on February 11, 2020. This application complies with the eligibility requirements of the program.

Funds will be used for the eligible improvements (per consultant recommendation of SOI standard compliance). It is estimated that the total improvement (eligible items) will cost approximately \$203,343. The grant amount would be for \$99,900 (max).

A total of three bids were submitted by the applicants. Newcastle Construction & Remodeling is owned and operated by one of the applicants. Newcastle Construction & Remodeling waived their 15% contractor's fee. Per NRS, applicant is not precluded from providing one of the proposed bids and being awarded the contract, provided that the city's RDA grant is tied to the lowest bid amount.

Financial: The FY22 RDA budget for Historic Preservation Grants is \$100,000.

Boulder City Strategic Plan Goal: Complies with Goal D: Promote Historic Preservation Strategy 5: Identify financial incentives to promote historic preservation.

Department Recommendation: The Community Development Department respectfully requests that the City Council approve Resolution No. 7331.

Attachment:

1. Resolution No. 7331

RESOLUTION NO. 7331

RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA AUTHORIZING  
DISBURSEMENT OF RDA FUNDS FOR ELIGIBLE ACTIVITIES APPROVED UNDER  
RDA RESOLUTION NO. 234 FOR 524 NEVADA WAY

WHEREAS, the Boulder City Redevelopment Agency carefully considered a proposed project from Tap Water Management Group LLC, at the meeting held on September 14, 2021; and

WHEREAS, the property is located at 524 Nevada Way and members of Tap Water Management Group LLC have applied for Redevelopment Agency Historic Preservation Grant funds to help offset the expenses related to eligible activities for the exterior and interior improvements of the building; and

WHEREAS, The Redevelopment Agency approved funding for this project under the authority of NRS 279.470 in the amount not to exceed \$99,900.00 (max) for eligible improvements, provided for in Redevelopment Agency Resolution No. 234; and

WHEREAS, The Redevelopment Agency is seeking concurrence and approval by the Boulder City Council to approve this project.

NOW, THEREFORE, BE IT RESOLVED that the Boulder City Council does hereby determine that pursuant to NRS 279.486, the proposed project is consistent with the Boulder City Redevelopment Plan and applicable NRS regulations; and

BE IT FURTHER RESOLVED that the City Council hereby approves the disbursement of Redevelopment Agency funds of a sum not to exceed Ninety Nine Thousand Nine Hundred Dollars (\$99,900.00) as approved under Redevelopment Agency Resolution No. 234.

DATED and APPROVED this 14<sup>th</sup> day of September, 2021.

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Kiernan McManus, Mayor

ATTEST: 

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Tami McKay, City Clerk

**R7332 Border States Agreement**

**SUBJECT:**

For possible action: Resolution No. 7332, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 20-1900A between the City of Boulder City and Border States Electric for maintenance, repair, and operations supplies: industrial, building, plumbing, electrical, and HVAC materials

**ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

Description	Type
Item 8 Staff Report	Cover Memo
R7332	Cover Memo
Agreement No. 20-1900A	Cover Memo



**BOULDER CITY  
CITY COUNCIL**

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**PUBLIC WORKS DIRECTOR:**  
KEEGAN LITTRELL, P.E.

**ACTING UTILITIES DIRECTOR:**  
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WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 8

## Staff Report

**TO:** Taylour Tedder, City Manager  
**FROM:** Keegan Littrell, P.E., Public Works Director  
**DATE:** September 14, 2021

**SUBJECT:** For possible action: Resolution No. 7332, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 20-1900A between the City of Boulder City and Border States Electric for maintenance, repair, and operations supplies: industrial, building, plumbing, electrical, and HVAC materials

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** That the City Council approve Resolution No. 7332, modifying Agreement No. 20-1900A between the City of Boulder City and Broder States Electric for MRO Supplies: Industrial, Building, Plumbing, Electrical and HVAC Materials.

### Overview:

- The City's Electrical Shop has been purchasing electrical supplies annually from Border States Electric for the last several years without a formal contract.
- On October 22, 2020, the City and Border States Electric entered into an Agreement wherein the City will purchase assorted electrical supplies for its Public Works and Utilities Departments. The overall dollar value of the original agreement is not to exceed \$200,000 per fiscal year.
- The City and Border States Electric desire to amend the original agreement to increase funding to include required purchases for the Capital Improvement Program.

Background Information: The City's Electrical Shop has been purchasing approximately \$200,000.00 worth of electrical supplies annually from Border States Electric for the last several years without a formal contract. Although Border States has been giving the City government (cooperative) pricing, there is still a need to formalize the purchasing relationship.

On October 22, 2020, the City and Border States Electric entered into an agreement wherein the City will purchase assorted electrical supplies for its Public Works and Utilities Departments. This is a 5-year agreement with no renewal options. Under this agreement, the City will pay Border States Electric an amount not to exceed \$200,000.00 per fiscal year for the supplies. The overall life value of this agreement is not to exceed \$1,000,000.00.

The City and Border States Electric desire to amend the original agreement to increase funding to include required purchases for the Capital Improvement Program for an additional \$800,000.00 per fiscal year, increasing the overall value of the original agreement to not to exceed \$1,000,000.00 per fiscal year. There are no other changes to the original agreement.

Financial:

Funding Source	
Electric Fund Maintenance and Electric Capital Projects Approved Budgets	\$1,000,000.00
Total	\$1,000,000.00

Boulder City Strategic Plan Goal: Goal B, prioritize Capital Improvement Plan projects to address health and safety while maximizing available funds. The Utilities Department ensures compliance with this goal by entering into a purchasing agreement with Border States Electric for MRO Supplies: Industrial, Building, Plumbing, Electrical and HVAC Materials.

Department Recommendation: The Utilities Department respectfully requests that the City Council approve Resolution No. 7332, modifying Agreement No. 20-1900A between the City of Boulder City and Border States Electric for MRO Supplies: Industrial, Building, Plumbing, Electrical and HVAC Materials.

Attachment:

Resolution No. 7332

Agreement No. 20-1900A

**RESOLUTION NO. 7332**

**RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING THE AMENDMENT OF AGREEMENT NO. 20-1900A BETWEEN THE CITY OF BOULDER CITY AND BORDER STATES ELECTRIC FOR MAINTENANCE, REPAIR, AND OPERATIONS SUPPLIES**

**WHEREAS,** the City and Border States Electric entered into an agreement on October 22, 2020 wherein the City will purchase assorted electrical supplies for its Public Works and Utilities Department; and

**WHEREAS,** the original agreement was a 5-year agreement not to exceed \$200,000.00 per fiscal year, with an overall life value not to exceed \$1,000,000.00; and

**WHEREAS,** the City and Border States Electric desire to amend the original agreement to increase funding to include required purchases for the Capital Improvement Program for an additional \$800,000.00 per fiscal year; and

**WHEREAS,** this increase will increase the overall value of the original agreement to not to exceed \$1,000,000.00 per fiscal year; and

**WHEREAS,** there are no other changes to the original agreement.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council hereby approves Resolution No. 7332, approving the amendment of Agreement No. 20-1900A between the City of Boulder City and Border States Electric;

**DATED and APPROVED** this 14<sup>th</sup> day of September, 2021.

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Kiernan McManus, Mayor

**ATTEST:**

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Tami J. McKay, City Clerk



**FIRST AMENDMENT TO AGREEMENT TO USE LOCAL GOVERNMENT  
CONTRACT FOR MRO SUPPLIES: INDUSTRIAL, BUILDING, PLUMBING,  
ELECTRICAL AND HVAC MATERIALS REQUIREMENTS**

This First Amendment to the Use Local Government Contract for MRO Supplies: Industrial, Building, Plumbing, Electrical and HVAC Materials Requirements Agreement (the “First Amendment”) is made and entered into as of \_\_\_\_\_ (the “Effective Date”) by and between the City of Boulder City, a Nevada municipal corporation (the “City”) and Border States Electric Inc., (or “BSE”), a North Dakota corporation.

**RECITALS**

WHEREAS, on October 22, 2020, the City and BSE entered into an Agreement (the “Original Agreement”) wherein the City will purchase assorted electrical supplies for its Public Works and Utilities Departments. The overall dollar value of the Original Agreement is not to exceed Two Hundred Thousand dollars (\$200,000.00) per fiscal year. A copy of the original Agreement is attached hereto as “Exhibit A” (113 pages); and

WHEREAS, now, the City and BSE desire to amend the Original Agreement to increase funding to include required purchases for the Capital Improvement Program for an additional Eight Hundred Thousand dollars (\$800,000.00) per fiscal year, increasing the overall value of the Original Agreement to not to exceed One Million dollars (\$1,000,000.00) per fiscal year; and

WHEREAS, the Original Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**AGREEMENT**

1. Replace the paragraph 2.1 in the Original Agreement with:

“The Supplier Contract is based upon the estimated procurement figures of the Originating Government Entity. The City hereby agrees to the purchase of supplies from BSE in an amount not to exceed One Million dollars (\$1,000,000.00) per fiscal year.”

2. In all other respects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

3. The use of signatures via facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, BSE and the City have caused this First Amendment to be executed as of the day and year indicated above.

City of Boulder City,  
a Nevada municipal corporation

Border States Electric Inc  
a North Dakota corporation

By: \_\_\_\_\_  
Taylour Tedder, City Manager

By:   
David Buddle, General Manager

Attest:

By: \_\_\_\_\_  
Tami McKay, MMC, CPO, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Brittany Walker, City Attorney

Exhibit A

Original Agreement

[Please see attached pages.]

**AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT  
FOR MRO SUPPLIES: INDUSTRIAL, BUILDING, PLUMBING, ELECTRICAL AND  
HVAC MATERIALS REQUIREMENTS**

This Agreement to Use Local Government Contract for MRO Supplies: Industrial, Building, Plumbing, Electrical and HVAC Materials Requirements (the "Agreement") is effective as of October 22, 2020 (the "Effective Date"), by and between the City of Boulder City, a Nevada municipal corporation (the "Owner"), and Border States Electric Inc., (or "BSE"), a North Dakota corporation.

**RECITALS**

WHEREAS, the City of Boulder City desires to purchase assorted electrical supplies for its Public Works and Utilities Departments to be used in various projects and locations throughout the City (the "Project"), and BSE is experienced in providing and supporting such products;

WHEREAS, BSE and the City of Phoenix, Arizona (herein "Originating Government Entity"), as a result of RFP BPM0001701, have entered into an MRO Supplies: Industrial, Building, Plumbing, Electrical and HVAC Materials Requirements Agreement for assorted electrical supplies (Contract # 152623-0) dated July 8, 2020 with a termination date of July 8, 2025, a copy of which is attached hereto as Exhibit "A" (107 pages) (herein the "Supplier Contract");

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities, within or outside the State, with the authorization of the Supplier;

WHEREAS, the City desires to use the terms of Supplier Contract between BSE and the Originating Government Entity, as incorporated in this Agreement, for the Project;

WHEREAS, BSE authorizes the use of the Supplier Contract for the Project pursuant to NRS 332.195; and

WHEREAS, the City and BSE desire to enter into an agreement between themselves using the terms, conditions, and specifications contained in the Supplier Contract, to the extent such are incorporated by reference herein, and based on the pricing amounts submitted by BSE in the Supplier Contract.

**NOW, THEREFORE**, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows.

**SECTION ONE**  
**AMENDMENTS TO AND REAFFIRMATION OF SUPPLIER CONTRACT**

1.1. As required pursuant to NRS 332.195, except for the terms specifically set forth below, the City and BSE agree to use the Supplier Contract so that the City may purchase electrical parts and related accessories under the same terms and provisions detailed in the Supplier Contract. In the event there is any conflict between the terms and conditions of the Supplier Contract and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern and control the rights and obligations of the parties.

1.2. Wherever the terms "City of Phoenix" or "Customer" appear on the Supplier Contract, the parties deem such term to mean the "City of Boulder City."

1.3. Invoices shall be submitted via email to [accountspayable@bcnv.org](mailto:accountspayable@bcnv.org) or hardcopies may be mailed to:

Accounts Payable  
401 California Ave  
Boulder City, NV 89005

1.4. All Certificates of Insurance shall be sent to the following address:

City of Boulder City  
Paul Sikora, Purchasing Manager  
401 California Ave  
Boulder City, NV 89005  
Email: [psikora@bcnv.org](mailto:psikora@bcnv.org)

**SECTION TWO**  
**SPECIAL CONDITIONS**

2.1 The Supplier Contract is based upon the estimated procurement figures of the Originating Government Entity. The City hereby agrees to the purchase of supplies from BSE in an amount not to exceed Two Hundred Thousand dollars (\$200,000.00) per fiscal year.

2.2 This Agreement and the rights granted hereunder to the City shall continue in force and effect for the period of time set forth in the Supplier Contract, which is from date of approval and for Five (5) years thereafter. In the event the Supplier Contract is terminated for any reason, including the Originating Government Entity's failure to exercise any or all of the options granted thereunder, the City shall have the right to continue the Agreement in force and effect despite such termination.

2.3 Any change or modification to the Supplier Contract between BSE and the Originating Government Entity shall be applicable to the City only if so agreed to in writing.

### **SECTION THREE GENERAL RESPONSIBILITIES OF SUPPLIER**

In addition to any other obligations of BSE under the Supplier Contract, BSE has the following responsibilities:

3.1. BSE shall not reproduce, display, or otherwise use the name, logo, or any other intellectual property, including without limitation, any trade name, mark, patent, or copyright, of the City without the City's prior written consent.

3.2. BSE, and its agents and employees will cooperate with the City in the performance of this Agreement and will be available for consultation with the City at all reasonable times during normal business hours.

3.3. BSE shall at its own expense comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements, as such may be amended or modified from time to time in performing this Agreement. BSE shall at its own expense obtain and maintain in full force and effect at all times all necessary permits, licenses, and other governmental approvals required by applicable legal requirements to be obtained and maintained by BSE with respect to this Agreement and the business of BSE.

### **SECTION FOUR REPRESENTATIONS**

4.1. BSE hereby represents the following for the benefit of the City:

A. BSE is a duly formed and validly existing North Dakota corporation and is duly qualified to do business in, and is in good standing in, Nevada, and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

B. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof on the part of BSE will not knowingly result in a breach of any instrument to which BSE is a party or by which BSE is bound or of any judgment, decree or order of any court or governmental body or any legal requirement applicable to BSE.

4.2. The representations and warranties made by BSE herein shall survive the completion of the Project and for a period of three (3) years from the termination or expiration of the Agreement.

## **SECTION FIVE MISCELLANEOUS**

5.1 Counterparts; Record Retention. This Agreement may be executed in counterparts. All such counterparts will constitute execution of this Agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or email and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter. The parties further agree that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to this Agreement, the parties waive their right to raise any defense based on the execution of this Agreement in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

5.2 Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by BSE under this Agreement, this Agreement will be terminated when appropriated funds expire.

5.3 Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

5.4 Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including, without limitation, fees for the services of the City Attorney's Office and Services Provider's Legal Department. This Section 5.4 shall survive the termination or expiration of this Agreement until the applicable statutes of limitation expire.

5.5 Further Assurances. The parties shall each execute and deliver all such documents and perform such acts as are reasonably requested by the other party to effectuate the transactions contemplated by this Agreement.


5.6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior representations, agreements, and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written

City of Boulder City,  
a Nevada municipal corporation

Border States Electric Inc.,  
a North Dakota corporation

E-SIGNED by Michael Mays  
on 2020-10-22 18:01:25 GMT  
By: \_\_\_\_\_  
Michael Mays      Acting City Manager

By:   
David Buddle, General Manager

Attest:

  
By: \_\_\_\_\_  
Lorene Krumm, MMC, CPO, City Clerk

Approved as to Form

E-SIGNED by Brittany Walker  
on 2020-10-22 16:18:51 GMT  
By: \_\_\_\_\_  
Steven Morris, City Attorney



**EXHIBIT A**  
**SUPPLIER CONTRACT/RFP**



**CITY OF PHOENIX**

**COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF PHOENIX AND  
BORDER STATES INDUSTRIES, INC.**

**CITY OF PHOENIX CONTRACT NO. 152623--0 —**

**COOP 20-096**

**MRO SUPPLIES: INDUSTRIAL, BUILDING, PLUMBING, ELECTRICAL, & HVAC  
MATERIALS - REQUIREMENTS CONTRACT**

**Finance Department, Procurement Division  
251 W Washington Street  
Phoenix, AZ 85003**

**PROCUREMENT OFFICER**

**Kevin Query**

**602-262-4756**

**[kevin.query@phoenix.gov](mailto:kevin.query@phoenix.gov)**



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## SECTION I – AGREEMENT

CITY OF PHOENIX

### SECTION I – AGREEMENT

**THIS AGREEMENT** (this "Agreement"), entered into upon signature and recording by the City Clerk's department, as required by Phoenix City Code, ("Effective Date"), is between the City of Phoenix, an Arizona municipal corporation (the "City"), and Border States Industries, Inc., ("Contractor"), hereafter, the "Parties."

1. **TERM OF AGREEMENT:** This Agreement will expire after five years.
2. **COMPENSATION:** City shall pay Contractor in accordance with the compensation under the Original Solicitation, as indicated in **Exhibit A**.
3. **CANCELLATION:**
  - 3.1. This agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.
  - 3.2. City's Right to Terminate. The City reserves the right to terminate this Agreement without cause, or to abandon the Services or any part of the Services not then furnished, by notifying Contractor in writing..
4. **RECITALS:**
  - 4.1. After a bid solicitation, the State of Arizona, ("Original Governmental Entity") entered into contract #CTR047672 with Border States Industries, Inc., Contractor (the "Original Solicitation"), a copy of which is attached as **Exhibit A** and incorporated by this reference.
  - 4.2. The City is permitted to purchase the Services under the Original Solicitation without further public bidding, and the Original Solicitation permits its cooperative use by other governmental agencies including the City.
  - 4.3. The City's Procurement Code authorizes the City Manager to participate in, sponsor, conduct or administer any cooperative purchasing agreement for the procurement of any goods or services with one or more public procurement units and establish any regulations governing the City's cooperative procurement program.
  - 4.4. The City Manager has authorized the use of this cooperative purchase to take advantage of volume discount pricing offered.
  - 4.5. The City desires to contract with Contractor for supplies, goods, or services that are identical (or nearly identical) to the supplies, goods, or services Contractor is providing the Original Governmental Entity under the Original Solicitation.
  - 4.6. Contractor consents to the City's utilization of the Original Solicitation as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the Services set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and promises contained herein, the Parties hereby agree as follows:

	<b>SECTION I – AGREEMENT</b>	<b>CITY OF PHOENIX</b>
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Contractor agrees to comply with all the terms, conditions, and specifications of the Original Solicitation for the purposes of this Agreement which terms, conditions, and specifications are incorporated herein by this reference. The "City of Phoenix" will be substituted for similar references to the Original Governmental Entity throughout.

Contractor agrees to comply with the terms required by City of Phoenix on the following pages, which replace any similar clauses in the Original Solicitation:



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

### SECTION II – STANDARD TERMS AND CONDITIONS

#### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the offer without the information.

**May:** Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

"A.R.S."	Arizona Revised Statute
"Buyer" or "Procurement Officer"	City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract" or "Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Days"	Means calendar days unless otherwise specified.
"Deputy Director" Finance	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
"Offer"	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
"Offeror"	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
"Solicitation"	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, bids or quotes from suppliers.
"Suppliers"	Firms, entities or individuals furnishing goods or services to the City.
"Vendor or Seller"	A seller of goods or services.

## 2. CONTRACT INTERPRETATION:

- 2.1. **APPLICABLE LAW:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

- 2.2. CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
- 2.2.1. Special terms and conditions
  - 2.2.2. Standard terms and conditions
  - 2.2.3. Amendments
  - 2.2.4. Statement or scope of work
  - 2.2.5. Specifications
  - 2.2.6. Attachments
  - 2.2.7. Exhibits
  - 2.2.8. Instructions to Contractors
  - 2.2.9. Other documents referenced or included in the Solicitation
- 2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- 2.4. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.5. NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 2.6. PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement





## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

### 3. CONTRACT ADMINISTRATION AND OPERATION:

**3.1. RECORDS:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.

**3.2. DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

**3.3. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

**For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

**For a Contractor with more than 35 employees:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

3.4.3 Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

3.4.4 Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

**3.4. LEGAL WORKER REQUIREMENTS:** The City of Phoenix 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:

3.4.1. Contractor and each subcontractor 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.

3.4.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3.4.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

**3.5. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor will provide the City:

3.5.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract

3.5.2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

- 3.6. COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

- 3.7. LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and - 502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies

- 3.8. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, 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.

- 3.9. EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

#### **4. COSTS AND PAYMENTS:**

- 4.1. GENERAL:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

- 4.2. **PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3. **LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 4.4. **DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5. **NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- 4.6. **FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7. **MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- 4.8. **F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.
5. **CONTRACT CHANGES:**
- 5.1. **CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

**5.2. ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

**5.3. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

### **6. RISK OF LOSS AND LIABILITY:**

**6.1. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

**6.2. ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

**6.3. FORCE MAJEURE:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- 6.4. LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

- 6.5. CONTRACT PERFORMANCE:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

- 6.6. DAMAGE TO CITY PROPERTY:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

**7. CITY'S CONTRACTUAL RIGHTS:**

- 7.1.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

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 contract.

- 7.2. NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 7.4. ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 7.5. DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 7.6. COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 7.7. COST JUSTIFICATION:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- 7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests





## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

### 8. CONTRACT TERMINATION:

**8.1. GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

### 8.2. CONDITIONS AND CAUSES FOR TERMINATION:

**8.2.1** This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

**8.2.2** The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

**8.3. CONTRACT CANCELLATION:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

**9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES:**

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the vendor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in a offer price.

**10. TAX INDEMNIFICATION:**

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

**11. TAX RESPONSIBILITY QUALIFICATION:**

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for




## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

**12. NO ISRAEL BOYCOTT:**

By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.

	<b>SECTION III – SPECIAL TERMS AND CONDITIONS</b>	<b>CITY OF PHOENIX</b>
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### SECTION III – SPECIAL TERMS AND CONDITIONS

1. **FREE ON BOARD (FOB):** Prices quoted shall be FOB destination and delivered, as required, to the following point(s): various City of Phoenix locations.
2. **METHOD OF ORDERING:** Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices must include the City of Phoenix purchase order number.
3. **METHOD OF INVOICING:** Invoice must be emailed in .pdf format to [invoices@phoenix.gov](mailto:invoices@phoenix.gov) and must include the following:
  - City purchase order number or shopping cart number
  - Items listed individually by the written description and part number.
  - Unit price, extended and totaled.
  - Quantity ordered, back ordered, and shipped.
  - Applicable tax
  - Invoice number and date.
  - Delivery address.
  - Payment terms.
  - FOB terms.
  - Remit to address
4. **METHOD OF PAYMENT:** Payment to be made from Contractor's invoice and a copy of the signed delivery ticket submitted to cover items received and accepted during the billing period.
5. **PARTIAL PAYMENTS:** Partial payments are not authorized on individual purchase orders. Payment will be made /upon final delivery and acceptance of all goods and services on the purchase order.
6. **SUPPLIER PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in procurePHX at [www.phoenix.gov/procure](http://www.phoenix.gov/procure). If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.
7. **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any



### SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

claim for adjustment will be deemed waived unless asserted in writing within thirty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director or Department Director prior to the institution of the change.

8. **POST AWARD CONFERENCE:** A post-award conference will be held by the Procurement Officer or project manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.
9. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.
10. **DELIVERY:** All deliveries shall be made between the hours of 6:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding City holidays.
11. **MISCELLANEOUS FEES:** Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided in the bid price schedule.
12. **PROCUREMENT REPORTS:** Contractor shall submit Quarterly reports in an electronic format acceptable to the City during the term of this contract commencing one month after the effective date. These reports are due by the 15th day of the month following the reporting period. Total purchases for each department must be shown on a separate line. Report should be rounded to the nearest dollar. Contractor will provide sample forms for approval by the City.
13. **BACKGROUND SCREENING:**  
Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.



### SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

- 13.1. Background Screening Risk Level:** The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.
- 13.2. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts:** Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.
- 13.3. Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.
- 13.4. Continuing Duty; Audit:** Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.
- 13.5. Employee Identification and Access:** Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must **always** have city issued badges and some form of verifiable company identification (badge, uniform, employee id).



### SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.
- 13.6. Stolen or Lost Badges or Keys:** Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.
- 13.7. Return of Badge or Key:** All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.
- 13.8. Badge and Key Fees:** The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.
- |                        |         |           |
|------------------------|---------|-----------|
| Replacement Badge Fee: | \$55.00 | per badge |
| Lost/Stolen Badge Fee: | \$55.00 | per badge |
| Replacement Key Fee:   | \$55.00 | per key   |
| Replacement Locks:     | \$55.00 | per lock  |
- 14. BACKGROUND SCREENING – STANDARD RISK:**  
The current risk level and background screening required is **STANDARD RISK LEVEL**.  
A standard risk background screening will be performed when the Contract Worker's work assignment will:
- require a badge or key for access to City facilities; or
  - allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
  - allow unescorted access to City facilities during normal and non-business hours.
- 14.1. Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.
- 14.2. Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Contractor will be responsible for:



### SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

- determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
- for reviewing the results of the background check every five years; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department.
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required

#### 15. HANDLING OF PHOTOGRAPHS

The US Department of Homeland Security has designated water and wastewater treatment facilities as 'critical infrastructure/key resources'. Because of federal directives, only persons authorized by the WSD Security Management Unit are permitted to photograph or film Water infrastructure, facilities, and assets which any include, but are not limited to: pay stations, warehouses, lift stations, treatment plants, service yards, booster stations, well sites, vehicles and related equipment and supplies.





## SECTION IV– INSURANCE

CITY OF PHOENIX

### SECTION IV – INSURANCE AND INDEMNIFICATION

**1. INDEMNIFICATION:**

Vendor (Indemnitor) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ( "Indemnitee") 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") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Vendor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any Claims arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Vendor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Vendor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Vendor for the City. The obligations of Vendor under this provision survive the termination or expiration of this Contract.

**2. INSURANCE REQUIREMENTS:**

Vendor must procure insurance against claims that may arise from or relate to performance of the work hereunder by Vendor and its agents, representatives, employees and subcontractors. Vendor and subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

**3. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**3.1. Commercial General Liability – Occurrence Form**

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

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000



## SECTION IV- INSURANCE

CITY OF PHOENIX

Personal and Advertising Injury \$1,000,000  
Each Occurrence \$1,000,000

### 3.2. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

### 3.3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a Vendor or subcontractor is exempt under A.R.S. §23-902(E), AND when such vendor or subcontractor executes the appropriate sole proprietor waiver form.

4. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

- The Vendor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

5. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Vendor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **Kevin Query, 251 West Washington Street, 8<sup>th</sup> Floor, Phoenix, AZ 85003.**

6. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

7. **VERIFICATION OF COVERAGE:** Vendor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by



#### SECTION IV– INSURANCE

CITY OF PHOENIX

this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to **Kevin Query, 251 West Washington Street, 8<sup>th</sup> Floor, Phoenix, AZ 85003**. The City project/contract number and project description are to be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

8. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must have prior approval from the City of Phoenix Law Department, whose decision is final. Such action will not require a formal contract amendment, but may be made by administrative action.



## SECTION V- SCOPE OF WORK

CITY OF PHOENIX

### SECTION V – SCOPE

See Original Solicitation attached as **Exhibit A** and incorporated into this Agreement.

## EXHIBIT A

## Attachment 1 Offer and Acceptance Form

**SUBMISSION OF OFFER:** Undersigned hereby offers and agrees to provide MRO Supplies: Industrial, Building, Plumbing, Electrical, and HVAC Materials in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	9/12/2019	Initial			
		date				
Revised Offers:	2.		Initial	3.		Initial
		date #1			date #1	
	5.		Initial	6.		Initial
		date #4			date #5	
Best and Final Offer:	8.	12/4/2019	Initial			
		date				

**Border States Electric**

5519 E. Washington St.

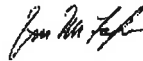
Address

Phoenix, AZ, 85034

City | State | ZIP

45-0275004

Federal tax identifier (EIN or SSN)



Signature of person authorized to sign Offer

Initials

James McFadzen, Desert Area Director

Printed name and title

Rick Carroll, Account Manager

Contact name and title

rcarroll@borderstates.com 602-797-4715

Contact Email Address

Contact phone number

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

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3632 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

**ACCEPTANCE OF OFFER:** State hereby accepts the Initial Offer, Revised Offer, or Best and Final Offer identified by number at the top of this form, and which was dated 12/4/19. Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: CTRD47672 The effective date of the Contract is: 1-1-2020 Contract awarded 12-16-2019

Date

Date

Procurement Officer signature

Nyasha Daley

Procurement Officer

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Available online at: APP.AZ.gov

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## Attachment 1 Offer and Acceptance Form

**SUBMISSION OF OFFER:** Undersigned hereby offers and agrees to provide MRO Supplies: Industrial, Building, Plumbing, Electrical, and HVAC Materials in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

<b>Initial Offer:</b>	1. <b>9/12/2019</b> <small>date</small>	 <small>initial</small>				
<b>Revised Offers:</b>	2. <small>date #1</small>	 <small>initial</small>	3. <small>date #1</small>	 <small>initial</small>	4. <small>date #1</small>	 <small>initial</small>
	5. <small>date #4</small>	 <small>initial</small>	6. <small>date #5</small>	 <small>initial</small>	7. <small>date #6</small>	 <small>initial</small>
<b>Best and Final Offer:</b>	8. <small>date</small>	 <small>initial</small>				

### Border States Electric

5519 E. Washington St.

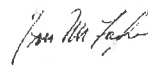
Address

Phoenix, AZ, 85034

City | State | ZIP

45-0275004

Federal tax identifier (EIN or SSN)



Signature of person authorized to sign Offer

Initials

James McFadzen, Desert Area Director

Printed name and title

Rick Carroll, Account Manager

Contact name and title

rcarroll@borderstates.com 602-797-4715

Contact Email Address

Contact phone number

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

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

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

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

\_\_\_\_\_  
Procurement Officer signature

Nyasha Daley

Procurement Officer,

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A v a i l a b l e   o n l i n e   a t :   A P P . A Z . g o v



## Attachment 2-A Experience and Capacity Questionnaire

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

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

### EXPERIENCE AND CAPACITY QUESTIONS:

#### Question 1: Company Experience

Question 1: Please describe your experience and expertise regarding services offered, including but not limited to, company history, number of years in business, types of services provided, licenses and certifications

#### Offeror Response:

Border States Electric (BSE) was established in 1952 and has grown to over 2,500 employee owners, with corporate headquarters in Fargo, North Dakota. BSE is 100 percent employee-owned. We are one of the largest employee-owned companies in the United States with over \$2.3 billion in annual sales for fiscal year ending March 31, 2019 and over \$330 million in maintained inventory. BSE has 100 branches in 24 states including branches in Phoenix and Tucson, Arizona. We serve customers in our core markets of construction, industrial and utility (including government, state and local entities), as well as data communications, industrial supply, and plumbing.

BSE uses technology and continuous improvement to drive change so that our customers can reap the advantages of a lean supply chain. We ask the right questions, listen closely, and work to innovate with customized solutions that meet your needs.

We use state-of-the-art systems to deliver products when and where you need them. Our delivery fleet ranges from small vans for hotshot deliveries to semi-trucks with self-unloading capabilities allowing us to customize packaging, control shipments, minimize damage, and ensure timely and expedient deliveries. How and where material is off-loaded is important, and our drivers are knowledgeable, helpful and courteous helping you to be more productive and efficient.

We are committed to energy savings and helping customers enhance their financial health while aiding in preserving the environment for future generations. As an ENERGY STAR Service and Product Provider partner, BSE can help you meet your green purchasing policies and strategies. Using an organization-wide energy management approach, we help you identify and implement energy saving solutions within your facilities.

We recognize the need for diversity within the supply chain and are strongly positioned to be a strategic ally in fulfilling your supplier diversity goals. To accurately and efficiently report on our supplier diversity spend, we utilize CVM Solutions. CVM Solutions is known as an industry leader in supplier diversity reporting and program management.

#### Question 2: Government Experience

Question 2: Government Experience: Submit a description of products and services provided to other government entities (within and/or outside of Arizona) requesting a similar scope.

Provide extensive details of those products and services provided as they compare with those described within this Solicitation.

**Offeror Response:**

We have worked with many state and local government entities in long-term relationships, including the State of Arizona since 2013. We focus on providing a high level of service and lowering total cost.

Within the State of Arizona, we have held contracts with multiple school districts and government entities providing Electrical Parts and Supplies, MRO Parts and Supplies, Tools and Services like those requested in this solicitation.

BSE services government entities within the State of Arizona including, but not limited to:

- Deer Valley Unified School District #97
- Chandler Unified School District #80
- Mesa Unified School District #4
- Pinal County
- City of Tempe
- City of Phoenix
- City of Chandler
- City of Glendale
- Town of Gilbert
- Arizona State University
- University of Arizona
- Northern Arizona University
- Grand Canyon University

**Question 3: Statewide Coverage**

Question 3: Statewide Coverage Describe in detail your organization's ability to ship to or deliver to all State Agencies and Purchasing Cooperative Members throughout the entire State of Arizona.

**Offeror Response:**

In Arizona, we have branches in Tucson and Phoenix with a combined inventory value of \$13 million comprised of over 14,000 individual sku's. The Tucson branch has a 65,000 square foot warehouse with 34 employees. The Phoenix branch has a 50,000 square foot warehouse with 89 employees.

Our fleet of 15 trucks make daily deliveries through the Tucson and Phoenix metro area and weekly deliveries to Northern and Western Arizona including:

- Kingman
- Flagstaff
- Prescott
- Cottonwood
- Lake Havasu
- Sierra Vista
- Benson
- Nogales
- Show Low
- Globe
- Hayden
- Kearny
- Willcox
- Safford
- Pima
- Sedona
- Camp Verde
- Yuma
- Gila Bend
- Prescott
- Dewey
- Chino Valley
- Coolidge
- Eloy
- Casa Grande
- Maricopa
- Florence

We strive to meet and exceed all our customer expectations. There is no standard cut-off time for delivery. Typically, our customer service representatives are available from 6:30am until 4:30 pm Monday thru Friday. Our Warehouse staff has staggered shift times from 5:30am until approximately 10:00pm when the last order of the day is picked and ready for delivery the following day.

Product availability will be determined by the scope of the agreement and manufacturer lead times. We are in a very good stocking position on many of the items in the request in our local branches and other regional locations.

BSE can meet delivery requirements defined in the SOW as follows:

- 3.6.1 BSE can provide inside delivery as it is defined in the SOW.
- 3.6.2 Delivery of stock items can meet the 48-hour delivery requested utilizing our fleet of trucks and freight carriers such as UPS and FED/EX.
- 3.6.3 Out of stock items can typically be provided within the 10 working day requirement but are subject to manufacturer's ability to ship.
- 3.6.4 There are no discounts given for late deliveries. Cancellation of orders is subject to manufacturer's policies for non-stock and special order items.
- 3.6.5 Eligible agencies that "may" have policies for imposition of penalties will be addressed on a case-by-case basis as identified.

**Question 4: Legal Disclosure**

Question 4: Legal Disclosure. List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the last five (5) years. The list shall include the other company's name, name of the project, the nature of the litigation, and the current status of the dispute. Also list any contractual demands for assurance regarding the provision of similar services

**Offeror Response:**

As a \$2.3 billion company with 2,500 employees, BSE has been involved in various legal matters; however, management does not believe these matters will have a material effect on the company's operations or ability to serve its customers.

## EXPERIENCE REFERENCES:

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

Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP.

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

<b>1</b>	Client Company/Address	Contact	Begin Date	End Date
	x Tucson Electric Power 4350 E. Irvington Road Tucson, AZ 85702	Matthew Pulsifer	05/01/2018	04/30/2023
	Phone Number	Email Address		
	520-745-3471	Mdpulsifer@tep.com		
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones) Sole-source strategic alliance providing sourcing, inventory and delivery of materials including MRO supplies.				
List job positions provided and technologies utilized to supplement services: Dedicated Alliance Account Manager, industrial and utility Customer Service Representatives, Regional Supply Chain Services Specialists and Regional Sales Management.				

<b>2</b>	Client Company/Address	Contact	Begin Date	End Date
	City of Mesa 20 E. Main Street Suite 400 Mesa, AZ 85201	Marty Hunter	10/15/2017	10/14/2019
	Phone Number	Email Address		
	480-644-2151	Marty.hunter@mesaza.gov		
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones) Border States has provided electrical and MRO supplies for 20 years to this account.				
List job positions provided and technologies utilized to supplement services: Dedicated Account Manager, industrial and utility Customer Service Representatives, Regional Supply Chain Services Specialists and Regional Sales Management				

<b>3</b>	<b>Client Company/Address</b>	<b>Contact</b>	<b>Begin Date</b>	<b>End Date</b>
	Trico Electric Cooperative, Inc. 8600 West Tangerine Marana, AZ 85653	Larry Ash	06/28/2017	06/28/2022
	Phone Number	Email Address		
	520-744-2944	lash@trico.coop		
Event Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)				
Strategic alliance providing sourcing, inventory and delivery of materials including MRO supplies.				
List job positions provided and technologies utilized to supplement services.				
Dedicated Account Manager, industrial and utility Customer Service Representatives, Regional Supply Chain Services Specialists and Regional Sales Management				

<b>4</b>	<b>Client Company/Address</b>	<b>Contact</b>	<b>Begin Date</b>	<b>End Date</b>
	Salt River Project (SRP) 1500 N. Mill Ave. Tempe, AZ 85281	Jacque Keenan	03/27/2017	03/26/2017
	Phone Number	Email Address		
	602-236-5008	Jacque.keenan@srpnet.com		
Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)				
Strategic alliance providing sourcing, inventory and delivery of materials including MRO supplies.				
List job positions provided and technologies utilized to supplement services.				
Dedicated Account Manager, industrial and utility Customer Service Representatives, Regional Supply Chain Services Specialists and Regional Sales Management				

End of Attachment 2-A

Attachment 2-B  
Organization Profile

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

**ORGANIZATION PROFILE**

<b>Firm Name</b>	Border States Electric		<b>Year established</b>	1952
<b>Principal address (street, city, state)</b>	5519 E. Washington Street, Phoenix, AZ			
<b>Entity type:</b>	Border States Industries	<b>Structure:</b>	Corporation	
<b>Branch or Division:</b>	N/A	<b>Parent:</b>	N/A	
Years of experience providing goods similar in type and quantity as required by this Solicitation.				Over 20 years
Years of experience performing services similar in size and scope as required by this Solicitation				Over 20 years
Years the organization has conducted business in Arizona.				Over 20 years
<b>Contract Representatives to Contact</b>				
	<b>Name</b>	<b>Title</b>	<b>Telephone Number</b>	<b>E-Mail Address</b>
1.	Rick Carroll	Account Manager	602-797-4715	<a href="mailto:rccarroll@borderstates.com">rccarroll@borderstates.com</a>
2.	Dave Buddle	General Manager	602-797- 4820	<a href="mailto:dbuddle@borderstates.com">dbuddle@borderstates.com</a>
3.	Michael Callahan	Customer Service Representative	602-797-4718	<a href="mailto:mcallahan@borderstates.com">mcallahan@borderstates.com</a>
<b>Licenses/Certifications</b>				
	<b>Description</b>	<b>Issuer</b>	<b>Number</b>	<b>Expiration</b>
4.	N/A			
5.	N/A			
6.	N/A			
7.	N/A			
8.	N/A			
9.	N/A			
10.	N/A			
<b>Financial Information (attach financial statements with income/balance sheets as Supplements)</b>				
	<b>Rating/Issuer</b>	<b>Score/Rank</b>	<b>Date</b>	
11.	Dunn & Bradstreet	5A2	March 31, 2019 & 2018	
<b>Capacity</b>				

	Location	Work Performed	Number Staff	Capacity
12.	Phoenix	Contract, Construction, Utility, Industrial, MRO Products and Services	100+	\$140M in annual sales
13.	Tucson	Contract, Construction, Utility, Industrial, MRO Products and Services	40+	\$45M in Annual Sales

**ATTACHMENT 2-B SUPPLEMENTS:**

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

	Title	Document Date	No. of pages	Purpose in Offer
14.	NONE	N/A	N/A	N/A

**End of Attachment 2-B**

Attachment 3-A  
Method Proposal (Method of Approach)

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

**Question 1:** A concise summary of how your project approach will be used to meet the requirements of this RFP. The narrative shall include response to the below points:

- 1.1.1 Describe your order process.
- 1.1.2 Explain your policy for providing response to quote requests and detail your ability to respond to request for quotes within 24 hours of requests.
- 1.1.3 Provide information on any quality assurance program in place.
- 1.1.4 Describe your return policy. Describe any exchange programs available within a resultant contract.

**Offeror Response:**

BSE prides itself in exceptional customer service. Whether you're calling during business hours or after-hours, your call will not go unanswered. Border States Electric can support orders placed via P-card, hard copy PO, phone, fax or walk-in. Our SAP ERP system allows us to set up an account specific to our customers, ensuring all data is available to you and that your information is secure. Additionally, our E-Commerce service allows online ordering from a computer, tablet or mobile device; anytime, anywhere.

We have established the following processes to meet **emergency, rush, urgent, and after-hour** requirements.

**Normal Operating Hours**

- Customer determines their material needs.
- Customer contacts BSE.
- Customer informs BSE of their material needs and specifies the delivery location.
- BSE picks and stages the order while arranging for proper delivery equipment. The material is loaded onto a delivery vehicle and proceeds to a predetermined location or stages material for customer pick-up.

**After Hours, Holidays, Weekends**

For after-hours needs, we provide a toll-free Emergency HELP Line. Our customer service representatives are available to assist with any requirements the State of Arizona may have for product or technical assistance. This service is active 24 hours a day, 365 days a year.

Customers call our HELP Line at **800-800-0199** and identify themselves and one of our locations they wish to access for assistance. Generally, within 15 minutes the customer will receive a prompt call back from our employee.

- Customer determines their material needs.
- Customer contacts us via the toll-free Emergency HELP Line or uses the emergency contact list.
- Customer informs us of their material needs, specifies the delivery location, or schedules a time to pick up the material.
- If delivery is required, we arrange for delivery equipment.
- Our personnel and additional delivery equipment proceed to the warehouse.
- We pick and stage the order. If we deliver, we load the delivery vehicle and dispatch it to specified delivery location be it a warehouse or job site.

Using this process, material should be loaded and on the road within two hours from the customer's call.



In addition to our 24-hour, toll-free HELP Line, a BSE employee will be assigned emergency support on an on-call basis 24 hours a day. Typically this is done by having an emergency support cell phone with one number that is rotated daily to an on-call individual who is knowledgeable and ready to help with customers' needs.

One of our jobs as a distributor is to facilitate product warranty, quality, and reliability between our customers and manufacturers. In this role, we will respond to any product quality and reliability issues directly with the appropriate manufacturer contact. Our highly trained warehouse staff utilizes barcode scanners to ensure order accuracy and to limit errors. This data is monitored by our branch and corporate operation teams for review of quality and process improvements.

Border States understands the importance of a returns process in driving improvement in the management of work, design and materials. We have a good understanding of the costs involved and the effort that is needed to successfully implement and maintain a returns process.

Material will be considered for return under the following conditions:

1. The customer has an open account with BSE.
2. The material was purchased from us within the past 365 days.
3. The material is in new condition, saleable condition, or returnable to vendor, and is current make and model.
4. The material was not purchased or special ordered with special considerations, including wire cut to length, special packaging, etc.

Details regarding returns are as follows:

BSE Stock – purchased less than 180 days.

Credit will be given within 2 business days of BSE's receipt of material, restocking charge as follows

- 0-180 Days no re-stocking

BSE Stock – purchased more than 180 but less than 365 days.

- A minimum of 25% restock fee will apply
- A minimum of 50% restock fee will apply to full reels/rolls of wire that have been cut by the customer; this includes the cost spent to verify the remaining length.

Special Order (or Third Party).

- If the vendor authorizes the return, update ZSPR with quantities, shipping information, vendor handling charges, return freight charges, and a 15% BSE handling charge.
- If vendor credit has not been received within 45 days of creating the ZSPR the branch should create a vendor debit memo and forward to Accounts Payable to process the vendor debit memo, remove the billing block and issue the credit to our customer.
- If vendor denies return, advise the customer that the material cannot be returned and arrange to send the material back to the customer at their expense.
- The material will be discarded 30 days after vendor notification, and the customer will not accept it back.

**Question 2: Please respond to these questions related to providing products and services on a contract basis.**

**1.2.1 Describe your experience with providing contract related services**

**Offeror Response:**

Our lead personnel who will serve the State of Arizona provide a unique level of expertise. These dedicated and highly trained employees have the experience needed to manage your supply chain. They will also provide

assistance on product and application questions. Following are examples of two sole-source agreements we currently have in place.

We have had a sole-source Strategic Alliance agreement with Tucson Electric Power (TEP) since September, 1994. Reporting and performance measures available include: On-time Delivery Reports, Price Indexing Reports, WMBE Reports, Margin Audits, Customer Sales Report, Daily Price Change Notices, On-time Payment Report, and Documented Savings.

Occidental Permian has been a Border States customer for over 30 years and we have maintained a consistent level of service and support to them throughout this time. In 2011, they determined a need for a sole-source supplier for electrical materials to help streamline the business and eliminate inefficiencies.

Border States was selected as the sole-source electrical material supplier and as part of the agreement placed two full-time employees and a truck on-site at their Denver City, TX warehouse for the duration of the three year contract. All material provided by Border States is consigned to Occidental Permian and managed by the on-site employees. Our employees also receive all direct orders and special projects as well as handle freight claims. Material is picked up and delivered to the job site using Supply Trax and our signature capture capabilities. This feature enables all usage to be tracked to the job and employee.

In addition, we are a General Services Administration (GSA) schedule contractor. BSE's contract number is GS-06F-0033. Our product offering falls under Schedule 51 V, the Hardware Super Store, Special Item Number (SIN) 105 001 and 105 002. Our GSA products are available for viewing on GSA Advantage!®, an online catalog, information, and ordering system. We have about 8,800 products available through GSA Advantage® online catalog.

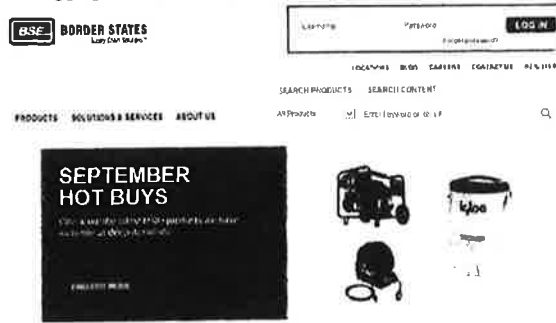
**Question 3: Please provide a response to these questions related to your online catalog/website .**

- 1.3.1 Provide a brief overview of electronic program. Provide screen shots and or detailed instructions how to log into the website to place an order.**
- 1.3.2 List characteristics of your ordering technology that may differentiate your offer from that of your competitors'.**

**Offeror Response:**

BSE provides an internet service application located at [borderstates.com](http://borderstates.com) offering much more than just online ordering. BSE E-Commerce provides 24/7 secure online access to the information you need to run your businesses. You can check pricing and product availability, see the status of your open orders, view and print invoices, and place orders 24/7. It also can help your engineers find detailed product specifications, estimators get real-time pricing and availability for estimating jobs, and accounts payable personnel can download invoices on demand. A special feature we provide is the downloaded invoice has the signature of the person who signed for delivery made on our trucks using signature capture technology. Our E-Commerce application also allows for different levels of user access, catered to your company's personnel needs within the application. Please see following page for screenshots of this electronic program.

Logging into BSE E-Commerce via [www.borderstates.com](http://www.borderstates.com)



Tools and features available on BSE E-Commerce



Technology is an integral part of the service solution we provide. Our SAP ERP ordering system allows us to meet the needs of our customers as well as adapt to the ever-changing demands of supply chain management. We have the ability to seamlessly integrate your processes with ours, making it easier for you to conduct business. Automated pricing and processes mean transactions flow with very few people having to touch the process, providing efficiency and fewer errors. By making it easier for you to get information and transact business, we help you save time and money.

**Question 4: Please provide a response to these questions related to your account management and customer service**

**1.4.1 Describe your different levels of technical support, including escalation and response time.**

**Offeror Response:**

BSE believes that it is our responsibility to keep our customers current with the latest products, applications and process solutions. Our Product Managers and Specialists focus on products, operations and systems with our technical support and training services. Specifically, in Arizona we have Product Managers who specialize and support:

- Rockwell Automation
- Lighting

- Switchgear
- MRO and Safety

Technical training sessions are customized to meet our customers' needs—conducted on site to reduce our customers' travel expenses or in our training facilities. From classroom training to plant-wide surveys—we have a variety of training programs to complement our customers' safety training. Additionally, our Phoenix branch has a state-of-the-art training facility capable of providing training for 70 individuals and is utilized on a weekly basis for that training. ARC Flash, Electrical Code, Lock-out/Tag-Out, and OSHA training are just some of the training modules that are included.

We have product managers on staff that provide regular training on equipment safety and new product demonstrations. Our industry certified lighting specialist provide in depth training on energy conservation utilizing new technologies in lighting.

BSE also provides technical support through our Regional and Local Operations Teams for customers who utilize our SupplyTrax™ material management solutions. This team works closely with our outside sales staff and customers to identify the best material management solutions, facilitate the process of loading material into the system, and maintaining vending machine operations. Machines rented directly through BSE that may have technical difficulties are serviced by this team.

Additionally, BSE provides technical support through Corporate Customer Service Representatives who are responsible for E-Commerce account set up, maintenance and user support.

**Question 5: Please provide a response to these questions related to Marketing**

- 1.5.1 Describe in detail how your company will manage an awarded contract. Include the following at a minimum:**
- Ongoing coordination of sales efforts
  - Training of staff regarding an awarded contract
  - New user account set-up

**Offeror Response:**

Our locations in Phoenix and Tucson are full service branches with highly trained personnel. Our customer service representatives are the first point of contact, and they coordinate with additional resources within BSE and our supplier base to the customer as needed.

All of our customer service representatives are crossed trained to ensure proficient coverage when the assigned customer service representative is not available. There should never be a time when the State of Arizona cannot speak to someone immediately for issue resolution.

Border States also provides sales support through regional sales leaders who specialize in our core markets. If awarded contract, Border States will ensure all contract representatives fully under the Scope of Work and services needed by the State of Arizona.

New User account set up is facilitated by Border States Customer Financial Services. The following is provided to Customer Financial Services in order to set up an account:

- Customer Name, Business Location Address, Phone Number
- Accounts Payable contact name, phone number and email address
- Ship to locations if different than above
- Invoice delivery instructions – i.e., mail or email
- Tax exemption certificate for ship to locations if the account is exempt from sales tax
- Any special invoicing requirements

Once a New User Account is set up Border States Customer Financial Services will provide

- Current W-9

- Customer Vendor Setup forms as needed
- ACH or Wire Instructions if payment is to be set up electronically

**1.5.2 Describe how you intend to market an awarded contract, provide a specific marketing plan for an awarded contract.**

**Offeror Response:**

State entities under this contract will be serviced by a network of approximately 20 account managers between Phoenix and Tucson. This experienced outside sales staff participates in Border States' Annual Field Marketing Summit. This summit allows our team to meet with our top manufacturers to discuss marketing strategy, products, services and operations to best serve our customers and their contracts.

**End of Attachment 3-A**

Attachment 3-B  
Key Personnel Proposal

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

<b>1</b>	<b>Name:</b>	<b>Rick Carroll</b>	How long with company?	7 years
	Current position in company:	Account Manager	How long in position?	7 years
	Position for the Services:	Lead Contract Representative	How much of time will be dedicated to the Services?	40 %
	What primary functions will be assigned?	Rick Carroll will serve as Arizona Statewide Contract Representative as described in SOW 3.2.1. Rick's current account package is set up to focus on serving the Education, Medical, & Government market sectors. This account package matches perfectly with the State of Arizona Agencies and also the participating Cooperative Members that are to be serviced thru this RFP.		
	Describe person's experience in performing services like those that are to be assigned:	Rick is a seasoned veteran with over 40 years of industry experience. Rick has also maintained the previous contract with the State of Arizona since 2013.		
	List person's job-related training and education:	Rick has attended various factory training schools throughout his career in the industry and during 7 years at BSE.		
	Resume:	Provided upon request		

<b>2</b>	<b>Name:</b>	<b>Kelly McCormack</b>	How long with company?	2.5 years
	Current position in company:	Regional SCS Specialist	How long in position?	9 months
	Position for the Services:	Contract Administrator	How much of time will be dedicated to the Services?	30 %
	What primary functions will be assigned?	Kelly McCormack our Southwest Regional Supply Chain Services (SCS) representative. Kelly will assist with the implementation of the agreement, quality assurance, vendor relations, pricing negotiations, inventory management, and forecasting.		
	Describe person's experience in performing services like those that are to be assigned:	Kelly performs similar tasks for Alliance Customers within the Southwest Region of the company.		
	List person's job-related training and education:	Kelly has been with Border States for 2.5 years, spending approximately 2 years in a Sales and Marketing role. In this role she was trained in Sales and Marketing as it pertains the Electrical Industry.		
	<b>Resume:</b>	Provided upon request		

<b>3</b>	<b>Name:</b>	<b>Michael Callahan</b>	How long with company?	11 years
	Current position in company:	Customer Service Representative	How long in position?	6 years
	Position for the Services:	Contract Customer Service Representative	How much of time will be dedicated to the Services?	30 %
	What primary functions will be assigned?	Mike Callahan will serve as Eligible Agency Contract Customer Service Representative.		
	Describe person's experience in performing services like those that are to be assigned:	Mike Callahan is a lead Customer Service Representative (CSR) for the Phoenix branch. His current account package includes CSR representative to several key Alliance partners utilizing annual contracts.		
	List person's job-related training and education:	Mike has been with BSE for 11 years, 10 of which were in the Utility Division and the last year in the Industrial Division. He has attended multiple company training events including Rockwell/Allen Bradley Core Training and Eaton Crouse Hinds Training.		
	<b>Resume:</b>	Provided upon request		

**End of Attachment 3-B**



### Attachment 3-C Proposed Subcontractors

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

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

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

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

☐ YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	As Stated above, BSE will not subcontract any portion of the work			

**End of Attachment 3-C**

### Attachment 3-D Boycott of Israel Disclosure

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

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

As defined by A.R.S. §35-393.01:

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

All offerors must select one of the following:

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

☐ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

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

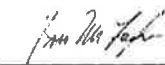
Border States Electric

5519 E. Washington Street

Phoenix

AZ

85034

  
Signature of Person Authorized to Sign

James McFadden

Desert Area Director

End of Attachment 3-D

Attachment 5-A  
Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

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

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

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

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

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

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

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

**Border States Electric**

Offeror Company Name

5519 E. Washington Street

Address

Phoenix, AZ 85034

City

State

Zip

Signature of Authorized Person

James McFadden

Printed Name

Desert Area Director

Title

End of Attachment 5-A

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

PROVIDED FOR REFERENCE ONLY

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

\*\*\*

## Attachment 5-B Conformance Statements

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

READ PARAGRAPH **ERROR! REFERENCE SOURCE NOT FOUND.** OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

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

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

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

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

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

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

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

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

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

ATTACHMENT 5-B Supplement No. 1

**Exceptions to Instructions**

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
<b>Section 3-A: Instructions to Offerors</b>		
	No exceptions to Instructions to Offerors	

Border States Electric

Company Name



Signature of Person Authorized to Sign

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

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
<b>Section 2-A: Scope of Work</b>		
	No exceptions to the Scope of Work	
<b>Section 2-B: Pricing Document</b>		
	No exceptions to the Pricing Document	

Border States Electric

Company Name

Signature of Person Authorized to Sign

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

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
<b>Section 3-A: Special Terms &amp; Conditions</b>		
	No Exceptions to the Special Terms & Conditions	

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
<b>Section 3-B: Uniform Terms &amp; Conditions</b>		
	No Exceptions to the Uniform Terms & Conditions	

Border States Electric

Company Name



Signature of Person Authorized to Sign

**End of Attachment 5-B**



## Attachment 5-C Insurance

---

Provide a letter(s) from your insurance company (ies) stating that your company can obtain the Proof(s) of Insurance as required in Exhibit 1 of the Special Terms and Conditions. **The additional letter(s) should be clearly marked as Attachment 5-C\_Supplement\_Insurance**

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

**End of Attachment 5-C**

## Attachment 5-E Offer Checklist

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

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

**End of Attachment 5-E**

**End of Part 3**

**P40**

## Part 2: Scope, Pricing and Terms and Conditions

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## Request for Proposal

Solicitation No.

BPM0001701

Description:

MRO Supplies:

Industrial, Building, Plumbing, Electrical, & HVAC Materials

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402

Phoenix, AZ 85007

### SECTION 2-A: Scope of Work

#### 1. Introduction:

The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various products and services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members may acquire these products and services.

#### 2. Background:

The Arizona Department of Administration is seeking bids from Authorized Dealers, Distributors and/or Manufacturers for MRO Supplies: Industrial, Building, Plumbing, Electrical, and HVAC Materials in order to establish statewide contract(s). The State intends to award multiple contracts to qualified contractors in accordance with the terms, conditions and provisions set forth herein. The Building Materials and Plumbing Parts and Supplies Contract is set to expire December 31, 2019. The State desires to enter into a contract(s) with reliable and capable vendors who can manage multiple agency accounts and delivery points located throughout the State, provide an effective ordering method for contract specific items, provide sufficient statewide delivery capabilities, and offer a full, comprehensive line of MRO Supplies as outlined herein. The estimated dollar volume of products and equipment purchased under the proposed contract(s) is \$5 to \$6 million annually based on historical usage data and anticipated volumes. This is an estimated usage and because this contract(s) will be used on an as needed basis, the State makes no guarantee as to actual spend under any resultant contract

#### 3. Statewide Capacity Requirements

The Contractor shall have certain capacities and support mechanisms in place for the successful performance of this contract on a statewide basis. These capacities and support mechanisms shall include but are not limited to the following:

- 3.1 **Business Capacity.** The Contractor shall have the ability to ensure acceptable performance under a statewide contract including the ability to create and manage numerous individual accounts for order placement, billing and reporting purposes and the ability to provide a full range of products, materials, parts, and service for each category offered in order to meet the demands of all eligible agencies. This shall include the ability to resolve customer disputes, handle multiple communications from accounts and provide excellent customer service.
- 3.2 **Key Personnel.** The Contractor shall have in place capable key personnel trained and responsible for providing the following services. A separate staff member is not required for each area described but each of these duties shall be specifically



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assigned to someone capable of performing each of these duties.

- 3.2.1 Arizona Statewide Contract Representative – knowledgeable on all aspects of the contract, will handle contract administration requests and resolve problems that may arise. (Main point of contact for the State Procurement Office)
- 3.2.2 Catalog Maintenance – maintain electronic and hard copy catalog along with resolution of State contract pricing issues.
- 3.2.3 Spend Management Representative – knowledgeable in various spend management techniques and experience in the successful application of those techniques.
- 3.2.4 Contract Data Analyst – capable of analyzing and reporting on various contract data inquiries including but not limited to contract spend data, usage trends, etc.
- 3.2.5 Eligible Agency Contract Customer Service Representative – appropriate number to provide agency specific customer service and contract administration including but not limited to; return policies, after hours service, post-sales support, out of stock, order tracking, quality assurance, orders.
- 3.3 Ordering Capabilities. The Contractor shall have the ability to handle electronic, P-card, hard copy, phone, and walk in/will call orders as described within this solicitation. This includes providing and maintaining electronic and hardcopy catalogs along with toll-free phone customer service for ordering support and also web based catalogs that are maintained for the sole purpose of the State of Arizona Contract products and services. In the absence of electronic and hardcopy catalogs for ordering purposes, supplier will respond to request for quotes within 24 hours of requests.
- 3.4 Delivery Commitments. Contractor shall have clear policies in place for delivery completion time frames and minimum delivery commitment to any eligible agency.
- 3.5 Product Availability. All products offered shall be available for ordering at the time of contract award and throughout the life of the Contract. Changes to products that are available under any resultant contract cannot be made without prior written approval from the State in the form of a formal APP contract change order.
- 3.6 Statewide Delivery.
  - 3.6.1 Upon request of an Eligible Agency, the Contractor shall provide inside delivery to specific locations at no extra charge. Inside delivery is defined as inside the customer's business, building or outer property grounds.
  - 3.6.2 Delivery for in stock items shall not exceed 48 hours (within 24 hrs. is preferable)
  - 3.6.3 Delivery of out of stock items shall not exceed 10 working days. Individual Eligible Agencies may have additional restrictions for a given circumstance.
  - 3.6.4 The Contractor shall have policies in place regarding late delivery such as order cancellation policy, discounts given for late deliveries, order tracking, etc.
  - 3.6.5 Eligible agencies may have policies in place for the imposition of penalties for



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contractors that have continual late deliveries. These may include but are not limited to cancellation of order, future nonuse of contractor or filing of vendor performance report with the State Procurement Office.

- 3.7 Distribution/Warehouse Facilities. Contractor shall provide adequate warehouse facilities and distribution network dedicated to the successful performance of the awarded contract. This shall include but not limited to adequate volume stock levels, staff levels, fill rates and will call capabilities. The Contractor shall have a policy in place for damaged freight, shipping and invoicing error, defective items and other policies that increase the ability to deliver customer orders in a timely and accurate manner.

#### 4. Product Requirements

- 4.1 Catalogs. Catalogs and/or price lists shall be made available in both electronic and hardcopy formats upon request from an Eligible Agency. An accessible website that contains a downloadable catalog or price list or an interactive web catalog or price list shall also be available for use by Eligible Agencies. All catalogs that are made available to Eligible Agencies for use under this Contract shall only contain products included under this Contract. The Contractor shall not represent any product that is specifically excluded as a product covered under this Contract. The Contractor shall have a process in place for removing items determined to be excluded from this Contract.
- 4.2 Core List. The Contractor shall provide discounted firm fixed price for specific item or their equivalent listed within the core product list. The contractors shall provide products and pricing in a minimum of one category. The Core List reflects the most common or frequently purchased under the existing state contracts. Use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Products substantially equivalent to the brands designated qualify for consideration. The Core List may change during the term of the Contract. Changes may be made to the Core List at the time of renewal and shall reflect the most common products purchased under the Contract to provide the best value to the Eligible Agencies. If multiple contracts are awarded, the core list shall have the ability to reflect the usage under each Contract.
- 4.2.1 Core List Item Description Prevails. In the case of discrepancy between the Description or Manufacturer Part Number and Manufacturer, the Description shall govern.
- 4.3 Catalog/Product Categories. The Contractor shall provide an established catalog/price list(s) containing comprehensive selection of products for a minimum of one Product Category. Pricing for all non-core/catalog items shall be based on a single fixed discount percent (%) from an established list price. There is no limit to the number of commodities or equipment offered under each category nor is the Contractor required to provide all items included in the description of the category. All products offered under any category shall fall within the general category description. If there is any question as to a products inclusion in a category, the Procurement Officer shall make the final decision. The following is a general description of the product categories available under this contract along with any additional requirements of the products within each category.



## Request for Proposal

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**BPM0001701**

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Arizona Department of Administration

**State Procurement Office**

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

- 4.3.1 **Concrete, Cement & Masonry** – Shall include but not limited to; Concrete Mix, Cement Block, Brick, and Repair Products and Accessories.
- 4.3.2 **Lumber** – Shall include but not limited to; Dimensional Lumber, Studs, Plywood, OSB Panels, Wood, Composite & PVC Boards, and Treated Lumber.
- 4.3.3 **Roofing** – Shall include but not limited to; Roofing Shingles, Roof Panels, Roofing Underlayment, and Coal Tar Pitch.
- 4.3.4 **Drywall** – Shall include but not limited to; Drywall panels, Drywall Joint Compound, Backer Board, Cement Board, Drywall Tape, and insulation.
- 4.3.5 **Paints** – Shall include but not limited to; Paint, Primer, Stains, Sealers, Patching, Brushes, Rollers, Paint Sprayers, Glues, Tapes, Drop Cloths, Caulking, and Sealants.
- 4.3.6 **Windows & Doors** – Shall include but not limited to; Windows, Doors, Frames, Jamb, Hardware and Sashes.
- 4.3.7 **Fasteners** – Shall include but not limited to; Nails, Screws, Nuts, Bolts, Washers, Staples, Anchors, etc.
- 4.3.8 **Locking Systems and Parts** – Shall include but not limited to; Locks, Key Blanks, Tools, etc.
- 4.3.9 **Plumbing**
  - 4.3.9.1 **Fixtures** – Shall include but not limited to; Toilets, Sinks, Tubs, Urinals, Showers, Waterless Urinal Kits, Partitions, and Tapware
  - 4.3.9.2 **Pipe and Fittings** – Shall include but not limited to; Clamps, Couplings, Hoses, O-Rings, Copper Pipe, ABS Pipe, PVC Pipe, etc.
  - 4.3.9.3 **Sundries** – Shall include but not limited to; Plumbers Cement, Solder, Flux, Glue, Primer,
  - 4.3.9.4 **Backflow and Water Meters** – Shall include but not limited to; backflow assemblies, water meters, and rebuild kits.
- 4.3.10 **Electrical**
  - 4.3.10.1 **Electrical Components** – shall include but not limited to; Gang Boxes, Electrical Metallic Tube (EMT) Conduit, Wire Connectors, Clamp Connectors, Switches Electrical Boxes, Couplings, Circuit Breakers, Outlet, Wire Pulling Lubricant, Multi-purpose Ties, Wall Plates, Timers and Relays, Wire & Cable, Power Supplies, Plugs and Receptacles, Electrical Hardware and Fasteners.
  - 4.3.10.2 All electrical parts and supplies shall be provided in accordance with the appropriate Federal, State, and Local Standards and Regulations. Applicable standards and regulations that shall be followed include but are not necessarily limited to
    - 4.3.10.2.1 UL Standard 797 Electrical Metal Tubing



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4.3.10.2.2 American National Standards Institute (ANSI) C80.3

4.3.10.2.3 National Electric Code (NEC)

4.3.10.2.4 NEMW, UL, CSA Standards

4.3.10.3 **Lighting** - Shall include but not be limited to; Energy Saving Lamps (Fluorescent, High Intensity Discharge, Traffic Signal lamps, and Incandescent), Ballasts, LED Lighting, Light Sensors, Exit Signs and Emergency Lighting. All lamps and ballasts supplied under this contract shall be energy saving. It shall be recommended that all Standard A19 Incandescent Bulbs be replaced with energy efficient alternatives. All lamps and ballasts shall conform to all applicable Federal, State and Local laws, regulations and standards including but not limited to:

4.3.10.3.1 2012 Federal Lighting Legislation

4.3.10.3.2 Restriction of Hazardous Substances Directive (RoHS)

4.3.10.3.3 All mercury containing lamps shall be clearly marked and shall have passed US EPA's Toxicity Characteristics Leaching Procedure (TCLP) and not be classified as a hazardous waste.

4.3.10.3.4 Electronic ballasts shall meet the limits of FCC Title 47, Parts 15 and 18 limitations for electromagnetic interference (EMI) radio frequency interference (RFI) and shall have at least a 5 year warranty.

4.3.10.3.5 It shall be indicated if the electronic ballasts has been rated by NEMA Premium Electronic Ballast Program

4.3.10.3.6 ANSI C82 Ballasts Standards

4.3.10.3.7 ITE publication "Standard for Traffic Signal Lamps" and the ADOT Standard Specifications for Road and Bridge Construction (1996) - Lamps to be used in vehicular traffic signal faces

4.3.10.3.8 If there are existing T12 systems, they shall be recommended to be converted to T8 Systems

4.3.10.3.9 Energy Policy Act (EPACT) – All Lamps

4.3.10.3.10 Light Sensors shall have a standard 5 year warranty and shall be UL and CUL listed.

4.3.10.3.11 Exit signs shall have an Input power demand of 5 watts or less per face and NEMA Premium Exit Signs shall be recommended.

4.3.11 **Heating, Ventilation, Air Conditioning (HVAC) Components** – Includes but not limited to; Ductwork, Fan motors, controls, fan coils, compressors. Excludes the purchase of complete units.





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- 4.3.11.1 **Evaporative Coolers** – Shall include but not limited to; pumps, motors, and pads.
- 4.3.11.2 **Consumable HVAC Service Parts** (5 ton units and smaller) – Shall include but not limited to; package units, split HVAC systems, compressors, pumps, fan motors, and refrigerants.
- 4.3.12 **Heating, Ventilation, Air Conditioning (HVAC) Filters** – includes any filter or filter media used to capture air-borne particulate matter. All filters shall meet the smoke and flammability requirements of Underwriters' Laboratories UL 900, Test Performance of Air Filter Units, Class 2 unless otherwise stated. Any metal grids and casings shall be corrosion resistant. Non Metal frame shall be high wet strength 28 pt. beverage board bonded on all four sides to prevent collapse. Filters shall be constructed with 90 degree corners. The actual filter dimensions shall not differ from the stated nominal dimensions by more than 5/8". The following types of filters at a minimum shall be offered.
- 4.3.12.1 **Pleated Filters** Minimum MERV 7 when evaluated under the guidelines of ASHRAE 52.2 .2 as revised. Filters shall be classified Class 2 per U.L. Standard 900. Filters shall have a minimum efficiency of 25%.
- 4.3.12.2 **Flat Panel Filters** with a minimum average arrestance rating of 70% and frames composed of wood pulp products formed to hold structural rigidity during normal handling.
- 4.3.12.3 **Pocket Bag Filters** The air filters shall be high efficiency ASHRAE extended surface pocket style filters consisting of 100% high density synthetic media, a galvanized steel header, galvanized steel pocket retainers, and bonding agents to prevent air bypass and ensure leak performance. Filters shall be minimum MERV 11 and minimum efficiency rating of 65%.
- 4.3.12.4 **Rigid Box Filters** The air filters shall be rated a minimum of MERV 11 with a minimum efficiency rating of 60% with frames and headers constructed of corrosion resistant galvanized steel.
- 4.3.12.5 **High Efficiency Particulate Air (HEPA) & Ultra Low Penetration Air (ULPA) Filters** – Each filter shall be individually tested for efficiency and initial resistance at rated air flow. The test results shall be indicated on the filter label. The filters shall meet the requirements of IESRP-CC001.3. The filter efficiency shall be 99.97% DOP (Disbursed Oil Particulate Testing).
- 4.3.13 **Miscellaneous Metals**
- 4.3.14 **Tools** to include tools for all trades and categories listed
- 4.3.14.1 **Hand Tools & Small Power Tools** – Includes but not limited to pneumatic tools, small gas generators, cordless drills, saws, hammers, finishing and routing tools, Drain Cleaning Equipment,



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snakes, etc.

### 5. Service and Program Requirements

- 5.1 **Customer Service.** The Contractor shall provide customer service representatives, knowledgeable about the contract, to handle questions and resolve problems that may arise. Customer Service requirements shall at a minimum include;
- 5.1.1 Representatives available to contract users during normal business hours that have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, contract pricing, contract product offerings/exclusions, billing questions or issues, contract compliance requirements, and general product information.
  - 5.1.2 Shall be accessible by toll free phone number, fax, email, or internet.
  - 5.1.3 Emergency number for after-hours use.
  - 5.1.4 An escalation process that addresses unresolved issues.
- 5.2 **Warranties.** The Contractor shall describe all warranties that will be offered on all applicable equipment and products under this contract. All warranties offered shall meet or exceed the standard manufacturer warranty for the offered equipment or product.
- 5.3 **Discounts.** The Contractor(s) is encouraged to offer discounts for various groups or purchases. Such discounts may include but are not limited to the following;
- 5.3.1 **Educational Discount** – additional discount percent (%) from list price to qualifying education institutions (i.e. K-12, Colleges and Universities).
  - 5.3.2 **Single Bulk Purchase** – additional discount percent (%) from list price offered on stand-alone bulk purchases. If offered, the contractor shall clearly describe what qualifies for the discount.
  - 5.3.3 **P-Card** – additional discount percent (%) from list price offered on purchases paid on a Purchasing Card.

### 6. Green Requirements

- 6.1 **Environmental and Sustainable Practices.** The Contractor shall have sound environmental and sustainability practices in place. The environmental practices should be applicable to the items being offered such as;
- 6.1.1 Offer and recommend environmentally preferable products to customers when available and not cost prohibitive.
  - 6.1.2 Offer and use environmentally friendly products, materials, and suppliers where economically feasible.
  - 6.1.3 Offer and use equipment that may be disassembled so that components can be separated and reused or recycled easily
  - 6.1.4 Products that provide end of life recycling or cradle to grave processes.



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- 6.1.5 Reduced packaging or use environmentally friendly packaging that uses no disposable containers is made from recycled content and meets or exceeds the minimum post-consumer content level for packaging in the U.S. EPA Comprehensive Procurement Guidelines.
- 6.1.6 Buy Back Programs.
- 6.1.7 Green Labeling and 3<sup>rd</sup> Party Certifications.
- 6.1.8 Identification of green products within Contractors catalogs and/or website.
- 6.2 Green Certification. The Contractor shall have policies in place to reduce the environmental impacts associated with the manufacture, use and disposal of products they offer to the extent it is technologically and economically feasible. The State encourages the purchase of products containing recycled content as well as those that are environmentally friendly or identified as green certified products such as Green Seal Certified. The Contractor shall supply a list of the industry recognized certifications and standards obtained.
- 6.3 Recycled Content. The Arizona Recycling Program encourages Arizona to reduce, reuse, recycle and buy recycled products as an alternative to solid waste disposal in landfills. Contractors are encouraged to offer products containing post-consumer content. Contractors shall have policies in place detailing their commitment to offering products where economically feasible, that contain recycled content. The policy should also include goals for minimum percentage of post-consumer material contained in those items.
- 6.4 Packaging. Contractors are encouraged to offer packaging that is environmentally friendly and meets at least one but preferably all of the following criteria;
  - 6.4.1 Minimizes or eliminates the use of disposable containers or wrap,
  - 6.4.2 Made from 100% post-consumer recycled material or at a minimum 25% post-consumer materials,
  - 6.4.3 Be recyclable,
  - 6.4.4 Reusable,
  - 6.4.5 Non-Toxic,
  - 6.4.6 Biodegradable.
- 6.5 Energy Efficiency. ARS 34-451 requires; "All state agencies shall procure energy efficient products that are certified by the United States Department of Energy or the United States Environmental Protection Agency as energy star or are certified under the Federal Energy Management Program (FEMP) in all categories that are available unless the products are shown not to be cost-effective on a life cycle cost basis."
  - 6.5.1 Contractors are encouraged to offer products that meet these requirements. Information about Energy Star Products and FEMP may be found at;
    - 6.5.1.1 <http://www.energystar.gov/products> ; and



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6.5.1.2 [http://www.1eere.energy.gov/femp/procurement/eeep\\_requirements.html](http://www.1eere.energy.gov/femp/procurement/eeep_requirements.html)

6.6 **Reporting Requirements.** The following requirements shall be performed by the Contractor relating to an Environmentally Friendly or Green Products.

- 6.6.1 The Contractor shall submit an Environmentally Friendly or Green Product Report that identifies the environmentally friendly or green products, energy efficient products, and products containing 25% post-consumer material sold and the total dollars purchased during the reporting period.
- 6.6.2 The Contractor shall furnish this report on an annual basis to the Procurement Officer of record no later than July 31<sup>st</sup> or upon request of the State.
- 6.6.3 Failure on the part of the Contractor to accurately and timely submit any reports required by this contract may give rise to any contractual remedies available to the state.

### SECTION 2-A SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
1.	Enter or type "None"	X	x	X
2.	Enter or delete row if not needed			
3.	Enter or delete row if not needed			
4.	Enter or delete row if not needed			
5.	Enter or delete row if not needed			
6.	Enter or delete row if not needed			
7.	Enter or delete row if not needed			

End of Section 2-A

	<p align="center"><b>Request for Proposal</b></p> <p align="center">Solicitation No. BPM0001701</p> <p align="center">Description: MRO Supplies:</p> <p align="center">Industrial, Building, Plumbing, Electrical, &amp; HVAC Materials</p>	<p align="center">Arizona Department of Administration <b>State Procurement Office</b> 100 N 15th Ave., Suite 402 Phoenix, AZ 85007</p>
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## SECTION 2-B: Pricing Document

**Please update and submit the Price File "MRO Supplies- Price Sheet- Rev 2019"**

### 1.0 Compensation

#### 1.1 COMPENSATION METHOD

Contractor will be compensated based on the final detailed written quote approved by the Customer. Pricing shall not exceed the rates indicated on the Pricing Document.

### 2.0 Pricing

**2.1 CONTRACTOR'S BEST PRICING.** Supplier warrants that, for the term of the Contract, the prices and discounts set out in the excel file in APP, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment and materials.

**2.1.1** That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

**2.1.2** If Contractor's Best Pricing for equivalent services, items or equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

**2.1.3** For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

#### 2.2 PRICING-ALL-INCLUSIVE:

**2.2.1** Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

#### 2.3 PRICE INCREASES:

**2.3.1** The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

(a) Initial Contract prices will be honored for one year after award of Contract.

(b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and



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equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

- (c) All price adjustments will be implemented by a formal contract amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

### 2.4 PRICE REDUCTIONS:

- 2.4.1 Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

### 2.5 ADDITIONAL CHARGES:

- 2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

### 2.6 TRAVEL:

- 2.6.1 Travel is included in the pricing that the supplier will provide

## 3.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [Availability of Funds] have been identified as of the Solicitation date.

## 4.0 Invoicing

- 4.1 **INVOICES GO TO BUYING ENTITY.** Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.

- 4.2 **MINIMUM INVOICE REQUIREMENTS.** Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the State's e-Procurement System PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●



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Contract line item description	•
Quantity delivered or performed	•
Line item unit of measure	•
Item price	•
Extended pricing	•
Discount off list or catalog	•
Taxes <i>(as a separate invoice line item)</i>	•
Upcharge shipping/freight, etc. <i>(as a separate invoice line item)</i>	Materials only
Total invoice amount due	•

- 4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:
1. Materials or Services that have not been authorized on an acknowledged Order;
  2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
  3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.
- 4.4 PRE-INVOICE REVIEW. Shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.
- 4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.
- 4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.
- 4.6.1 The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
- 4.6.2 Invoices will be deemed automatically rejected upon delivery if they:
- (a) are sent to an incorrect address;
  - (b) do not reference the correct State contract number; or
  - (c) are payable to any Person other than the Contractor.
- 4.6.3 The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

## 5.0 Payments

- 5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions.



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- 5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
- 5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 5.5 PURCHASING CARD. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 5.6 AUTOMATED CLEARING HOUSE. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

<https://gao.az.gov/afis/vendor-information>

## 6.0 Exhibits to the Pricing Document

- Please include any additional information as an attachment in your response

End of Section 2-B





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## SECTION 2-C: Special Terms and Conditions

*The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.*

### 1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

- 1.1 Acceptance** "Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
- 1.2 Accepted Offer** If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.  
If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.  
If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
- 1.3 Arizona Procurement Code; A.R.S.; A.A.C.** "Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the [Instructions to Offerors](#).
- 1.4 Arizona TPT** "Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:  
<https://www.azdor.gov/business/transactionprivilegetax.aspx>.
- 1.5 Attachment** "Attachment" means any item that:  
1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);  
2. was attached to an Offer when submitted; and  
3. was included in the Accepted Offer.
- 1.6 Pricing Document** "Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
- 1.7 Contract Amendment** "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in The State's e-Procurement System is to be construed as being synonymous with "Contract Amendment".
- 1.8 Contract Terms and Conditions** "Contract Terms and Conditions" means these Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.
- 1.9 Contractor** "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
- 1.10 Contractor Indemnitor** "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.



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### 1.11 Co-Op Buyer

"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

### 1.12 Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

### 1.13 Indemnified Basic Claims

"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.

### 1.14 Instructions to Offerors

"Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.

### 1.15 Order

"Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":

1. "Release" or "Release Purchase Order" in The State's e-Procurement System;
2. "task order", "service order", or "job order" when a Release Purchase Order for Services has already been committed in The State's e-Procurement System; or
3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

### 1.16 The State's e-Procurement System

"The State's e-Procurement System" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, The State's e-Procurement System – The Official State eProcurement System*.

NOTE (1): Technical Bulletin No. 020 is available online at:

<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>

### 1.17 State

With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.

### 1.18 State Indemnitees

"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

### 1.19 Subcontractor

"Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit ... "The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a



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Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

### 1.20 Work

"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

## 2.0 Contract Interpretation

### 2.1 Usage

Where the Contract:

1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is to be a reference only to Contractor as apart from Subcontractors;
2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;
5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

### 2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

- (a) Contract Amendments;



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- (b) the final Solicitation Documents, in the order:
- (1) Special Terms and Conditions;
  - (2) Exhibits to the Special Terms and Conditions;
  - (3) Uniform Terms and Conditions;
  - (4) Scope of Work;
  - (5) Exhibits to the Scope of Work;
  - (6) Pricing Document;
  - (7) Exhibits to the Pricing Document;
  - (8) Specifications; and
  - (9) any other documents referenced or included in the Solicitation;
- (c) Orders, in reverse chronological order; and
- (d) Accepted Offer.

ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

### 2.3 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

### 2.4 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

## 3.0 Contract Administration and Operation

### 3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for **twelve (12) months unless canceled, terminated, or permissibly extended.**

### 3.2 Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of 5 (Five) years.

### 3.3 Notices and Correspondence

#### 3.3.1 TO CONTRACTOR. State shall:

- (a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding The State's e-Procurement System Vendor Profile; and
- (b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

#### 3.3.2 TO STATE. Contractor shall:

- (a) address all Contract correspondence other than formal notices to the email address indicated in "Contact Instructions" in the State's e-Procurement System Summary for State; and



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- (b) address any required notices to State to Procurement Officer Identified as "Purchaser" in the State's e-Procurement System Summary at the following mailing address:

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- 3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

### 3.4 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in The State's e-Procurement System, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

1. extension of the term of the Contract within the maximum aggregate term;
2. revision to Procurement Officer appointment or contact information; or
3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties' signature – or "approval" in The State's e-Procurement System, in the case of a Change Order – are required to give it effect.

### 3.5 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

### 3.6 Books and Records

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

### 3.7 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

### 3.8 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for



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Inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

### 3.9 Ownership of Intellectual Property

3.9.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) "Government Purpose Rights" are:

- i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
- ii. the right to release or disclose that work product to third parties for any State government purpose; and
- iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

- (a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;
- (b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and
- (c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, Irrespective of any similarity to materials delivered or to be delivered to State hereunder.



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### 3.10 Subcontracts

- 3.10.1 INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.
- 3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.
- 3.10.3 FLOW DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

### 3.11 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to Indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

### 3.12 Orders

- 3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order Issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.
- 3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.
- 3.12.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type.
- 3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of



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activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

- 3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

### 3.13 Statewide Contract Provisions

The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:  
<https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>
2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:  
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:  
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in The State's e-Procurement System, which will indicate Contractor's unqualified acceptance of the Order as issued; or (b) "rejecting" the Order electronically in The State's e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [Orders are Obligatory]. Unless and until Contractor has approved the Order in The State's e-Procurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is





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sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in The State's e-Procurement System within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State's e-Procurement System and if it does so the rejection will be void.

6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

### 3.14 Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

### 3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

### 3.16 Work on State Premises

- 3.16.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of Intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver,



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install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

- 3.16.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 *[Right of Offset]*.

### 4.0 Costs and Payments

#### 4.1 Payments

- 4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

- 4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

#### 4.2 Applicable Taxes

- 4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

- 4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

### 5.0 Contract Changes

#### 5.1 Contract Amendments

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.



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### 5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

## 6.0 Risk and Liability

### 6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract. If the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

### 6.2 Contractor Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. Commercial General Liability (CGL) – Occurrence Form

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

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$ 50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.



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- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 3. Worker's Compensation and Employers' Liability

Workers' Compensation.....Statutory

Each Accident \$1,000,000

Disease – Each Employee \$1,000,000

Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor/Independent Contractor).

**ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 E
2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the Indemnification provisions of this Contract.

**NOTICE OF CANCELLATION:** Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such



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notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to State Procurement Office.

**ACCEPTABILITY OF INSURERS:** Contractor's Insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All such certificates required by this Contract shall be sent directly to the Arizona State Procurement Office. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

**APPROVAL and MODIFICATIONS:** The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of self-insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### 6.3 Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") 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) (hereinafter referred to as "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 Contractor 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 Contractor 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will



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be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

### 6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an Indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

### 6.5 Force Majeure

6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [Performance in Public Health Emergency], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.



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6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

### 6.6 Third Party Antitrust Violations

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

## 7.0 Warranties

### 7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current Industry standards; and (4) be fit for the Intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where Inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

### 7.2 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

### 7.3 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

### 7.4 Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [Contractor Licenses] and all required permits valid and in force.

### 7.5 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.

### 7.6 Performance in Public Health Emergency

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all



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reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

### 7.7 Lobbying

#### 7.7.1 PROHIBITION.

(a) Contractor warrants that:

- i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and
- ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

### 7.8 Survival of Warranties

All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

## 8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

## 9.0 Contract Termination

No modifications to uniform terms and conditions section

## 10.0 Contract Claims

### 10.1 Claim Resolution

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

### 10.2 Mandatory Arbitration

In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

## 11.0 RESERVED

## 12.0 General Provisions for Services

### 12.1 Applicability

Article 12 applies to the extent the Work is or includes Services.





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### 12.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

### 12.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

### 12.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

### 12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

### 12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

### 12.7 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

### 12.8 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required,



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Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

### 12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

### 12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

## 13.0 Data and Information Handling

### 13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

### 13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State



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has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

### 13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 *Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 *GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

### 13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

## 14.0 Information Technology Work

### 14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: "... computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

### 14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710. Contractor shall obtain and pay for the security clearance and



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background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

### 14.3 Information Access

- 14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- 14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

### 14.4 Pass-Through Indemnity

- 14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.
- 14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:
- (a) State reserves the right to elect to participate in the action at its own expense;
  - (b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
  - (c) State shall in any case cooperate in the defense and any related settlement negotiations.

### 14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct Indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

### 14.6 Redress of Infringement.

- 14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property



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rights, then Contractor shall at its sole cost and expense and in consultation with State either:

- (a) replace any infringing items with non-infringing ones;
- (b) obtain for State the right to continue using the infringing items; or
- (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

**14.6.2 CANCELLATION OPTION.** In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

- (a) for any software created for State under the Contract, the amount State paid to Contractor for creating it;
- (b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
- (c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

**14.6.3. EXCEPTIONS.** Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

- (a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
- (b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
- (c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

### **14.7 First Party Liability Limitation**

**14.7.1 LIMIT.** Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

**14.7.2 PROVISOS.** This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

- (a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;
- (b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or
- (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

**14.7.2 PURCHASE PRICE DETERMINATION.** If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

**14.7.3 NO EFFECT ON INSURANCE.** This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance



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that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

### 14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

- (a) modified or altered by anyone not authorized by Contractor to do so;
- (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
- (c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

- (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
- (b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and
- (c) it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

### 14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

### 14.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

### 14.11 Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.ar.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.



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2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

### 15. Pandemic Contractual Performance

15.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include: (i) Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce; (ii) Alternative methods to ensure there are products in the supply chain; and (iii) An up to date list of company contacts and organizational chart.

15.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights: (i) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms; (ii) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and (iii) Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

15.3 The State, at any time, may request to see a copy of the written plan from the Contractor. The contractor shall produce the written plan within 72 hours of the request.

End of Section 2-B



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### SECTION 2-D:

## Uniform Terms and Conditions

Version: 9 (7/1/2013)

### 1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

- |                                |  |
|--------------------------------|--|
| <b>1.1 Attachment</b>          | "Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.  |
| <b>1.2 Contract</b>            | "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.  |
| <b>1.3 Contract Amendment</b>  | "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.  |
| <b>1.4 Contractor</b>          | "Contractor" means any Person who has a Contract with the State.   |
| <b>1.5 Days</b>                | "Days" means calendar days unless otherwise specified.   |
| <b>1.6 Exhibit</b>             | "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.  |
| <b>1.7 Gratuity</b>            | "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.  |
| <b>1.8 Materials</b>           | "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.   |
| <b>1.9 Procurement Officer</b> | "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.  |
| <b>1.10 Services</b>           | "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.8. |
| <b>1.11 State</b>              | "State" means the State of Arizona and Department or Agency of the State that executes the Contract.   |
| <b>1.12 State Fiscal Year</b>  | "State Fiscal Year" means the period beginning with July 1 and ending June 30.   |
| <b>1.13 Subcontract</b>        | "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.  |





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### 2.0 Contract Interpretation

- 2.1 Arizona Law** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Terms** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits;
  - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract..
- 2.6 No Parole Evidence** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3.0 Contract Administration and Operation

- 3.1 Records** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities



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nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

### 3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

### 3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

### 3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

### 3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

### 3.9 Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

### 3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

### 3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.



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### 4.0 Costs and Payments

- 4.1 Payments** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes**
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 Availability of Funds for the Next State fiscal year** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements

### 5.0 Contract Changes

- 5.1 Amendments** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.



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### 6.0 Risk and Liability

#### 6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

#### 6.2 Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

#### 6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

#### 6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time



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equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

### 6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## 7.0 Warranties

### 7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

### 7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

### 7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

### 7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

### 7.5 Compliance with Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

### 7.6 Survival of Rights and Obligations after Contract Expiration or Termination

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 8.0 State's Contractual Remedies

### 8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.



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### **8.2 Stop Work Order**

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

### **8.3 Non-exclusive Remedies**

The rights and the remedies of the State under this Contract are not exclusive.

### **8.4 Nonconforming Tender**

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

### **8.5 Right of Offset**

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## **9.0 Contract Termination**

### **9.1 Cancellation for Conflict of Interests**

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

### **9.2 Gratuities**

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

### **9.3 Suspension or Debarment**

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

### **9.4 Termination for Convenience**

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the



## Request for Proposal

Solicitation No.

**BPM0001701**

Description:

MRO Supplies:

Industrial, Building, Plumbing, Electrical, & HVAC Materials

Arizona Department of Administration

**State Procurement Office**

100 N 15th Ave., Suite 402

Phoenix, AZ 85007

effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

### 9.5 Termination for Default

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

### 9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

## 10.0 Contract Claims

### 10.1 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

## 11.0 Arbitration

### 11.1 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, **except** as may be required by other applicable statutes (Title 41).

## 12.0 Comments Welcome

### 12.1 Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

End of Section 2-D

End of Part 2



## SECTION VI – PRICE SCHEDULE

CITY OF PHOENIX

## SECTION VI – PRICE SCHEDULE

See Price Schedule attached as **Exhibit B** and incorporated into this Agreement.



## EXHIBIT B



## Request for Proposal

Solicitation No.  
**BPM001701**

Description:  
MRO Supplies:

Industrial, Building, Plumbing, Electrical, & HVAC Materials

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

### Attachment 4 MRO Supplies - Price Sheet - Rev 2019

Be sure to enter \$1 on the line item tab (Tab F) in APP in order for your response to be complete.					
	Category	Discount Range %	Comments		
1	Concrete, Cement & Masonry				
2	Lumber				
3	Roofing				
4	Drywall				
5	Paints				
6	Windows & Doors				
7	Fasteners	1%-99%			
8	Locking Systems & Parts				
9	Plumbing				
10	Electrical	1%-99%			
11	HVAC Components				
12	HVAC Filters				
13	Miscellaneous Metals				
14	Tools	1%-99%			
Please indicate the ability to provide services in the indicated areas. Place an "X" next to the areas your company can service.					
X	Statewide	X	Greenlee County	X	Santa Cruz County
X	Phoenix Metro Area	X	La Paz County	X	Yavapai County
X	Apache County	X	Maricopa County	X	Yuma County
X	Cochise County	X	Mohave County	Identify additional geographic locations if applicable:	
X	Coconino County	X	Navajo County		
X	Gila County	X	Pima County		
X	Graham County	X	Pinal County		

End of Attachment 4

PART 3 of the Solicitation Documents  
Template version 3.0 (12-OCT-2018)

SECTION 3-B: Offer Forms  
Page 1 of 1

3

Available online at: [APP.AZ.gov](http://APP.AZ.gov)

	<b>SECTION VII – SUBMITTALS/APPROVALS</b>	<b>CITY OF PHOENIX</b>
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### SECTION VII – SUBMITTALS/APPROVALS

**Payment Terms & Options:** Choose an option, if a box is not checked, the City will default to 0% - net 45 days:

- ☐ Contractor offers a prompt payment discount of either \_\_\_\_\_% - 30 days or 0% - 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**
- ☐ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term.

**Contractor Information:** Complete the following:

Company Name	Border States Industries, Inc.
Mailing Address	Branch: 5519 E Washington St
City, State, Zip Code	Phoenix, AZ 85034
Contact Person	Rick Carroll
Telephone No.	602.797.4715
E-Mail Address	rcarroll@borderstates.com
Arizona Sales Tax No.	07-417514-Q
City of Phoenix Sales Tax No.	10155399
Arizona Corporation Commission File No.	#F07098150
City's Vendor Registration ID No.	3017729

	<b>SECTION VII – SUBMITTALS/APPROVALS</b>	<b>CITY OF PHOENIX</b>
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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year set forth above.

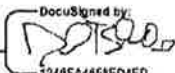
**"City"**

City of Phoenix,  
an Arizona Municipal corporation

By:   
TJ Martin  
Deputy Finance Director

**"Contractor"**

Border States Industries, Inc.,  
a/an North Dakota Corporation

By:   
Name: David Suddle  
Title: General Manager

Attest:

  
City Clerk

07.08.2020  
Effective Date

Approved as to Form:

  
Acting City Attorney MKC

2020 JUL 8 PM 2:23

## **R7333 Hydro-Dyne Purchase Approval**

### **SUBJECT:**

For possible action: Resolution No. 7333, a resolution of the City Council of Boulder City, Nevada, approving a purchase order between the City of Boulder City and Hyrdo-Dyne Engineering to purchase a Great White Flow Screen and Whitetip Shark Washing Compactor for use at the Wastewater Treatment Plant

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
☐ Item 9 Staff Report	Cover Memo
☐ Resolution No. 7333	Cover Memo
☐ Exhibit A Hydro-Dyne Proposal	Cover Memo
☐ Sole Source Memo	Cover Memo



**BOULDER CITY  
CITY COUNCIL**

**MAYOR**  
KIERNAN MCMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



**MEETING LOCATION:**  
**CITY COUNCIL CHAMBER**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**MAILING ADDRESS:**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**WEBPAGE:**  
WWW.BCNV.ORG



**CITY MANAGER:**  
TAYLOUR TEDDER, CECD

**CITY ATTORNEY:**  
BRITTANY LEE WALKER, ESQ

**CITY CLERK:**  
TAMI MCKAY, MMC, CPO

**ADMINISTRATIVE SERVICES DIRECTOR:**  
BRYCE BOLDT

**COMMUNITY DEVELOPMENT DIRECTOR:**  
MICHAEL MAYS, AICP

**PUBLIC WORKS DIRECTOR:**  
KEEGAN LITTRELL, P.E.

**ACTING UTILITIES DIRECTOR:**  
KEEGAN LITTRELL, P.E

**POLICE CHIEF:**  
TIM SHEA

**FIRE CHIEF:**  
WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 9 Staff Report

**TO:** Taylour Tedder, City Manager

**FROM:** Keegan Littrell, P.E., Public Works Director

**DATE:** September 14, 2021

**SUBJECT:** For possible action: Resolution No. 7333, a resolution of the City Council of Boulder City, Nevada, approving a purchase order between the City of Boulder City and Hydro-Dyne Engineering to purchase a Great White Flow Screen and Whitetip Shark Washing Compactor for use at the Wastewater Treatment Plant

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** That the City Council approve Resolution No. 7333, approving a purchase order between the City of Boulder City and Hydro-Dyne Engineering to purchase a Great White Flow Screen and Whitetip Shark Washing Compactor for use at the Wastewater Treatment Plant.

## **Overview:**

- Approving a purchase order between Boulder City and the Hydro-Dyne will provide a much-needed upgrade to the Wastewater Treatment Plant (WWTP).
- Funding source for this project will come from the budgeted CIP project S2004 (WWTP Headworks Upgrade).

**Background Information:** The Wastewater Treatment Plant (WWTP) currently has a device called a Flow Screen and Washing Compactor that is supposed to screen out non-organic materials and improve the water quality for the lagoons. The current device is 13 years old and failing to adequately filter non-organic material which is causing excessive maintenance issues that require constant attention from the WWTP technicians. Hydro-Dyne Engineering is a sole source provider that makes this device, and the city desires to purchase a new one to

improve water quality and reduce maintenance time. This purchase is exempt from competitive bidding per NRS 332.115.1 (a), Sole Source, and NRS 332.115.1 (j) Equipment Containing Hardware or Software for Computers.

Financial:

Funding Source	
WWTP Headworks Upgrade CIP Account 63900-5905-S2004	\$390,000.00
Great White Flow Screen and Whitetip Shark Washing Compactor Purchase	\$234,500.00
Remaining Balance After Purchase	\$155,500.00

Boulder City Strategic Plan Goal: Goal B, invest in infrastructure and prioritize CIP projects while maximizing available funds. The Utilities Department ensures compliance with this goal by utilizing the budgeted money to upgrade aging infrastructure.

Department Recommendation: The Utilities Department respectfully requests that the City Council approve Resolution No. 7333, approving a purchase order between the City of Boulder City and Hydro-Dyne Engineering to purchase a Great White Flow Screen and Whitetip Shark Washing Compactor for use at the Wastewater Treatment Plant.

Attachment:

Resolution No. 7333  
Exhibit A Hydro-Dyne Proposal  
Sole Source Memo

**RESOLUTION NO. 7333**

**RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING A PURCHASE ORDER BETWEEN THE CITY OF BOULDER CITY AND HYDRO-DYNE ENGINEERING TO PURCHASE A GREAT WHITE FLOW SCREEN AND WHITETIP SHARK WASHING COMPACTOR FOR USE AT THE WASTEWATER TREATMENT PLANT**

**WHEREAS,** the City desires to purchase one Great White Flow Screen and Whitetip Shark Washing Compactor for use at its Wastewater Treatment Plant, located in Boulder City, Nevada, 89005 (the "Product"); and

**WHEREAS,** Hydro-Dyne Engineering is a sole source manufacturer and distributor of the product and provided a proposal, dated July 23, 2021, which is attached hereto as "Exhibit A"; and

**WHEREAS,** Hydro-Dyne Engineering has agreed to be bound by the Boulder City Purchase Order Terms and Conditions; and

**WHEREAS,** this purchase is exempt from competitive bidding per NRS 332.115.1 due to Hydro-Dyne Engineering being the sole source manufacture and distributor of the product.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council hereby approves Resolution No. 7333, approving a purchase order between the City of Boulder City and Hydro-Dyne Engineering to purchase a Great White Flow Screen and Whitetip Shark Washing Compactor for use at the Wastewater Treatment Plant in an amount not to exceed Two Hundred Thirty-Four Thousand Five Hundred Dollars (\$234,500.00).

**DATED and APPROVED** this 14<sup>th</sup> day of September, 2021.

---

Kiernan McManus, Mayor

**ATTEST:**

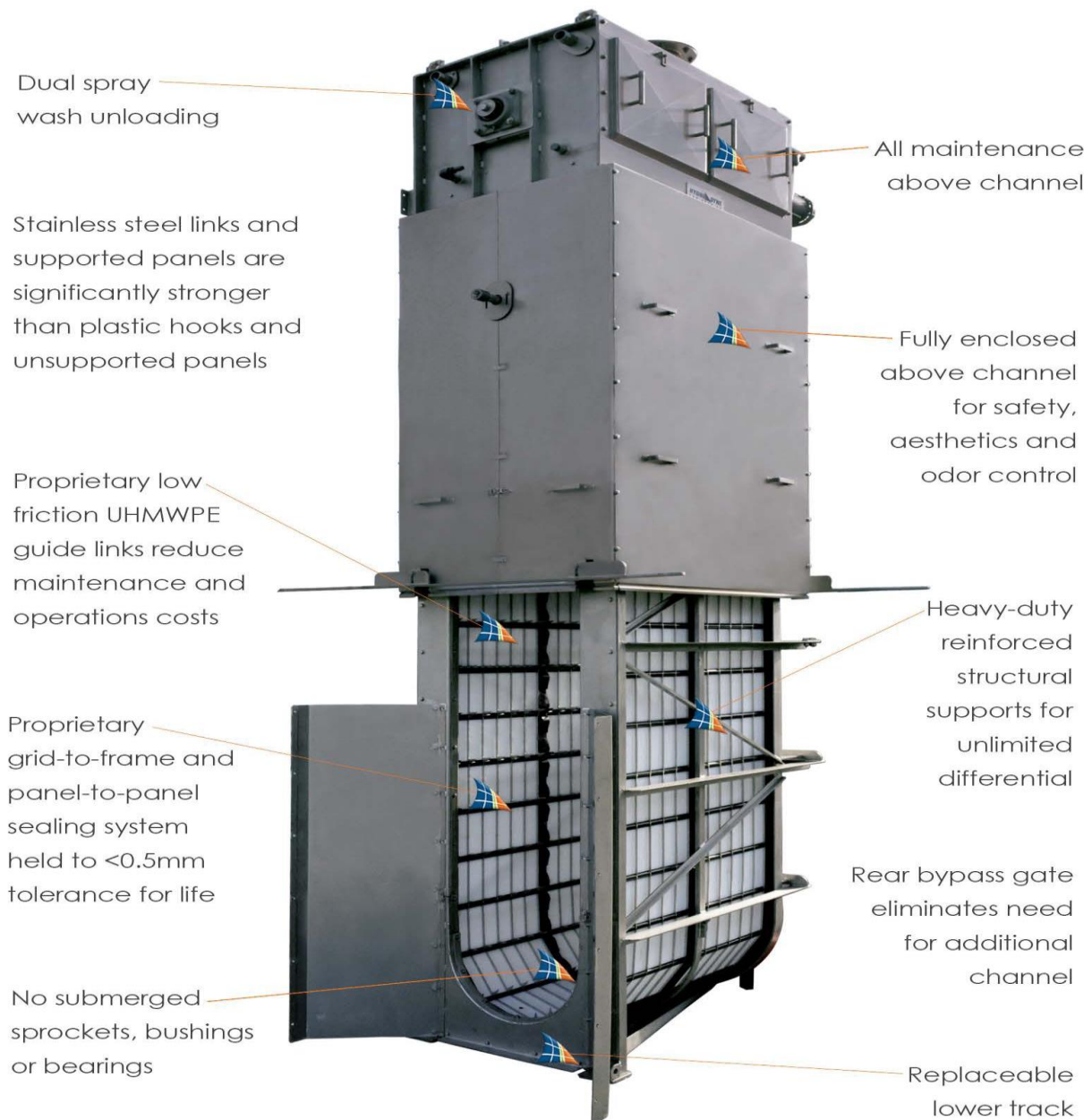
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Tami McKay, City Clerk



# GREAT WHITE CENTER FLOW SCREEN & WHITETIP SHARK WASHING COMPACTOR PROPOSAL 13402-10 / 6.0 MGD – BOULDER CITY, NV

## JULY 23, 2021



ORIGINAL EQUIPMENT MANUFACTURED BY



4750 118<sup>th</sup> Avenue North • Clearwater, Florida 33762

Phone: 813-818-0777 • Fax: 813-818-0770 • Email: [info@hydro-dyne.com](mailto:info@hydro-dyne.com)

GREAT WHITE CENTER FLOW SCREEN & WHITETIP SHARK WASHING COMPACTOR  
PROPOSAL PACKAGE INDEX

File Name: Boulder City, NV

- 1) Scope of Work
- 2) Recommended Technical Specifications:
  - a. Peak Flow per Screen: 6.0 MGD
  - b. Grid Type: Stainless Steel Perforated Panels Opening Size: 6 mm
  - c. Channel Depth: 108"
  - d. Channel Width: 30"
  - e. Distance from top of channel to grade: 48"
  - f. Material of Construction: 304 Stainless Steel
- 3) Hydraulic Capacity & Headloss Calculations
- 4) Drawings:
  - a. Screen Breakout Assembly
  - b. Washing Compactor Breakout Assembly
- 5) UKWIR 6mm SCR Certificate of 84%
- 6) Literature



Tel: 813-818-0777 Fax: 813-818-0770

**Represented Locally By:**

JB Water

Attn: Joe Wolfer

Number-(623)-308-5151

July 23, 2021

To: Boulder City WWTP, NV  
Ref: Hydro-Dyne Engineering Center Flow Screen Proposal  
Specification: Section 11331: Multi-Rake Bar Screens and 11333: Screenings Wash Press  
Addendum: 1,2,3 and 49

**Hydro-Dyne Engineering Scope of Work 13402-10**

Hydro-Dyne Engineering is pleased to offer this Scope of Work for the equipment detailed below in accordance to the specification(s) and addendum(s) stated above, and the attached Hydro-Dyne Engineering Terms and Conditions. Where clarifications to the specifications are necessary, they will be listed below.

Hydro-Dyne Specification Section	Description	Quantity
2.2	Great White Shark Center Flow – Model # CF-23-24-186-6P	1
2.4	White Tip Shark Washing Compactor – Model# WCW8S-23-5P- 304	1
2.5	Spare Parts	See Section
2.13	Controls	See Section
4.1	Warranty	1 year
Total Price:		\$234,500.00

**FREIGHT**

F.O.B shipment point with freight costs included.

**NOT INCLUDED**

This scope of work is limited to the specification section(s) and addendum(s) referenced above. Any other documents are not included. Concrete work, installation, plumbing, wiring connections, valves, strainers, level sensor mounts, bonds, liquidated damages, and anything else not specifically detailed as included by the manufacturer in the specification above will be construed as NOT INCLUDED, whether or not inclusion is specifically acknowledged.

**VALIDITY**

Price quoted is firm provided:

1. Written acceptance is received at the factory within thirty (30) calendar days of the date of this offering.
2. Purchaser agrees to accept shipment 14 to 20 weeks from date of receipt of approved drawings and authorization to proceed with manufacture. Purchaser is allowed not more than 45 calendar days for review and return of submittals for approval.
3. Shipments delayed by the purchaser or his agents will be escalated at a rate of 1-1/2% per calendar month, compounded, of the value of the unshipped portion.

## **TAXES**

Applicable sales or use taxes, fees, permits, and licenses are not included.

## **COMMISSIONING SERVICE & CUSTOMER TRAINING**

- This service will not exceed two (2) trips and up to six (6) eight-hour working days.
- Each additional trip will be figured at \$2,000 and each additional day onsite will be figured at \$1,200. It is agreed and understood that all necessary utilities such as water, electric, air, etc. be connected and functional prior to the arrival of our servicemen.
- A complete job of checking, adjusting, etc. of the equipment and installation cannot be accomplished unless the plant is ready to operate at the time this service is to be performed.
- Our servicemen are non-union technicians and any extra cost for other assisting personnel as required by local union regulations is not included in this proposal.
- Advance notification of at least fifteen (15) working days prior to the date start-up service is required.

## **WARRANTY**

The equipment and all appurtenances including, but not limited to: frame, supports, covers, and mechanisms manufactured by Hydro-Dyne Engineering are warranted for a period of 36 months against defects in materials and workmanship.

## **STANDARD PAYMENT TERMS AS QUOTED**

**25%** upon receipt of approved shop drawings due before release for manufacture

**25%** upon completion for testing due before shipment

**45%** due 30 calendar days upon delivery

**5%** due upon completion of startup and approval of O&M manuals NOT to exceed 60 calendar days from date of delivery.

## **ALTERNATE PAYMENT TERMS ADDER OF 1.25% TO TOTAL PURCHASE ORDER**

**95%** net due 30 calendar days upon delivery

**5%** net due upon completion of startup and approval of O&M manuals NOT to exceed 60 calendar days from date of delivery.

- Past due balances will be subject to a service charge of 1-1/2% per month on the unpaid balance and services, including shipping and startup, will not be scheduled until account is current.

## **CLARIFICATIONS TO THE SPECIFICATIONS**

**Channel Dimensions** - Hydro- Dyne Engineering is proposing its Standard Center Flow screen to fit in a channel that is 30" [W] x 108" [H] based upon the drawings provided by the City of Boulder for the existing screen.

**Washing Compactor** – Our screen proposal allows for the compactor to be located in one of two locations. A] Integral to the head of the center flow screen or, B] Within 6ft outside of the screen and with a 6ft long sluice to convey the captured debris from the screen to the compactor. The owner is to indicate to hydro-Dyne Engineering which option they select upon issuance of PO.

For additional information, please contact our local representative listed above or me personally.

Sincerely,

*J. Walsh*

**John Walsh**

*Regional Sales Manager*

Hydro-Dyne Engineering, Inc.

**Hydro-Dyne Engineering Inc.  
Terms & Conditions**

**1. ENTIRE AGREEMENT.** This Agreement constitutes the complete agreement and understanding between Hydro-Dyne Engineering Inc. ("Seller") and the purchase order issuer ("Purchaser") with respect to the subject matter hereof and supersedes all prior solicitations, agreements, understandings and representations between the parties. This Agreement consists of these Terms and Conditions, Seller's Scope of Work (the "SOW"), and Owner's specifications (the "Owner Specs"). The SOW references the Owner Specs and provides clarifications and modifications to the Owner Specifications. If there is any conflict between the Owner Specifications and the SOW, the SOW shall control. Prior dealings, usage of the trade, and course of performance shall not be used to determine the meaning of this Agreement. Any terms and conditions included in Purchaser's acceptance/purchase order that are in addition to or different from this Agreement shall have no force and effect and shall not be deemed to be part of this Agreement, except that the purchase price for the "Products" (as defined below) set forth in Purchaser's acceptance/purchase order shall be deemed to be part of this Agreement unless Seller objects to the purchase price (and if Seller objects, a revised purchase price for the Products shall be mutually agreed between the parties and then listed in a revised acceptance/purchase order from Purchaser). Any agreement between the final equipment owner ("Owner") and Purchaser (the "Prime Contract") shall not be deemed to be part of this Agreement, Seller is not a party to the Prime Contract, and Seller is not required to comply with the Prime Contract.

**2. DELIVERY.** The SOW sets forth the delivery point(s) and delivery terms for delivery of the products expressly set forth in the SOW to be delivered to Purchaser under this Agreement (the "Products"). Seller shall not be liable to Purchaser or in breach of this Agreement if delivery does not occur by the dates set forth in the SOW as such dates are estimated delivery dates. If any delivery is or may be delayed by reason of Force Majeure (as defined in Section 10), Seller may at its option tender delivery to Purchaser at any point of manufacture and such shall constitute delivery for all purposes under this Agreement. If Purchaser fails to accept delivery when made by Seller, Purchaser shall promptly reimburse Seller for all costs associated with such failure, including costs of storage of the Products, regardless of whether some or all of the storage occurs at Seller's facilities, and the storage location(s) shall be deemed to be the delivery point(s). If shipment is postponed at the request of Purchaser, as a result of delay in receipt of shipping instructions, or due to any other cause or reason other than the negligence or willful misconduct of Seller, payment of the purchase price for the Products by Purchaser shall be due on notice from Seller that the Products are ready for shipment, and the delivery point will then be the current location of the Products. Handling, moving, storage,

insurance and other charges thereafter incurred by Seller with respect to the Products shall be for the account of Purchaser. Risk of loss shall pass to Purchaser at the delivery point.

**3. TITLE.** Seller shall retain all right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to Seller. Without limiting the foregoing, until Purchaser pays Seller the full purchase price for the Products, Purchaser grants to Seller a purchase money security interest in the Products. Purchaser authorizes Seller to file, with or without Purchaser's signature, and Purchaser will cooperate fully with Seller regarding, any documents needed to perfect a security interest with the appropriate jurisdiction(s). The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass Seller's interests until said drafts, notes and/or trade acceptances are paid in full.

**4. PAYMENTS.** The payment terms for the Products are set forth in the SOW, the purchase price for the Products shall be set forth in the manner described in Section 1 above, and other amounts owed for or relating to the Products (e.g., Taxes/Surcharges, as defined below) are set forth in these Terms and Conditions. Seller may at its option ship the Products in stages and if it does so Purchaser shall pay Seller on a pro rata basis, as shipped, for the amounts then owed. If Purchaser fails to make a payment under or relating to this Agreement by the due date, interest at a rate of the lesser of the maximum rate allowed by law, and one and one half percent (1.5%) per month, calculated daily, shall apply from the due date for payment. Purchaser shall promptly pay Seller's attorneys' fees and all other expenses of Seller incurred in seeking to collect past-due amounts owed under or relating to this Agreement. The purchase price does not include any federal, state, local, or provincial sales, use, value-added, excises, or other taxes or any surcharges, or import fees or duties (collectively, "Taxes/Surcharges"). Seller shall list Taxes/Surcharges separately on each invoice, and Purchaser is responsible for paying all Taxes/Surcharges to Seller. Purchaser shall pay to Seller any amounts owed under this Agreement when due and Purchaser shall not be entitled to setoff or apply against any money due or claimed to be due from Seller to Purchaser on account of any other agreement, transaction or claim unless Seller agrees in writing to be responsible and liable on each such occasion.

## **5. WARRANTY.**

a. Solely for the benefit of Purchaser, Seller warrants that the portion of the Products that are both designed and manufactured by Seller (the "Warranted Parts") shall be free from defects in material and workmanship for the "Warranty Period", which (a) shall begin on the "Warranty Period Commencement Date". The Warranty Period Commencement Date shall be the earlier of (1) ninety (90) days from the date of delivery of the Warranted Parts, and (2) the date the Products are beneficially occupied by the Seller. The Warranty Period Length shall be documented by the SOW. Notwithstanding the foregoing, if the Warranted Parts are delivered in stages, then the Warranty Period described above shall apply on a per stage basis.

b. If any of the Warranted Parts fail to comply with the Warranty during the Warranty Period, Purchaser notifies Seller of such failure during the Warranty Period (and no later than five (5) days after Purchaser discovers the non-compliance), Purchaser is at the applicable time in full compliance with this Agreement, and none of the exclusions set forth in Section 5(c) apply, Seller shall repair or replace, at its option, free of charge to Purchaser (other than that of labor to remove and install equipment or parts, shipping and freight charges), at Seller's location or other location that Seller designates, any Warranted Part, or the relevant portion thereof, that examination by Seller establishes has failed under normal use and service operation (according to the guidelines of the applicable Operation and Maintenance Manual) by Purchaser within the Warranty Period; provided, that if it would be impracticable for the Warranted Part or relevant portion thereof to be returned to Seller as determined by Seller, Seller will visit Purchaser's job site to inspect the Warranted Part; however, if it

is determined by Seller after inspection that Seller is not responsible under the Warranty, Purchaser shall pay seller published travel and other costs of Seller with respect to the site visit detailed in the SOW. Warranted Parts repaired or replaced under the terms of this warranty remain warranted under the original warranty period only. Proof of maintenance logs as dictated in the applicable Operation and Maintenance Manual will be required by the seller from the owner.

c. In addition to any other limitation or disclaimer with respect to the Warranty, the Warranty shall not apply if any defect in material or workmanship in the Warranted Part is caused in whole or in part by any acts or omissions of Purchaser or any other person or entity other than Seller (e.g. negligence acts, willful misconduct, or alterations to the Warranted Parts, by any person or entity other than Seller, failure to operate or maintain equipment under normal operating conditions in accordance with applicable Operation and Maintenance Manual(s), compromising equipment protection via controls changes), or any event (e.g., an accident during transit) or condition (e.g. decomposition of Warranted Parts by chemical action, erosion or corrosion or wear to Warranted Parts or due to conditions of temperature, moisture and dirt), beyond the reasonable control of Seller, including any Force Majeure event. The Warranty shall also not apply to any Products that are not Warranted Parts (e.g., parts, equipment, accessories or components that were either manufactured or were designed by any person or entity other than Seller itself), but if there is any pass-through warranty that Seller is permitted to pass-through to Purchaser in connection with the portions of the Products that are not Warranted Parts, Seller shall do so.

d. THE PARTIES AGREE THAT OTHER THAN THE WARRANTY SET FORTH IN SECTION 5(a) WITH RESPECT TO THE WARRANTED PARTS ONLY, ALL OTHER WARRANTIES (WITH RESPECT TO THE PRODUCTS OR OTHERWISE RELATING TO THIS AGREEMENT), EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED BY SELLER TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

**6. DRAWINGS AND TECHNICAL DOCUMENTATION.** The seller requires approval of the Drawings before Seller begins manufacturing the Products, shipment may be delayed if the Drawings are not returned to Seller within forty-five (45) days of receipt by Purchaser of the Drawings for approval. Seller will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for Seller's equipment (in English language). Seller will supply a maximum of three (3) complete sets of drawings and operating instructions. Additional sets will be paid for by Purchaser. Electronic files, if requested from Seller, will be provided in *pdf, jpg or tif* format only.

**7. INDEMNITY.** Purchaser shall defend, hold harmless, and indemnify Seller and its affiliates, and each of their employees, officers, directors, representatives, contractors and agents (individually and collectively, "Indemnitees"), against all damages, costs, liability, losses, and expenses, including reasonable attorneys' fees, incurred by any Indemnitees in connection with any claim, action, demand, suit, or proceeding (individually and collectively "Claims"), arising out of, or relating to, the negligent acts or omissions of Purchaser, willful misconduct of Purchaser, or any breach of this Agreement or violation of law by Purchaser.

**8. DEFAULT, TERMINATION.** In the event that a party materially breaches this Agreement and does not cure within thirty (30) days of notice of such material breach from the other party, or such longer time as reasonably necessary to cure such breach, the non-breaching party may terminate this Agreement. Notwithstanding the foregoing, Seller shall also have the right to terminate this Agreement if Purchaser fails to pay any amount owed within ten (10) days after the due date for such payment. If Purchaser becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or

demand, become immediately due and payable. Seller at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the Purchaser, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to Seller for the Products and to receive from the Purchaser the deficiency between such net proceeds of sale and such balance. Purchaser hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of Seller.

**9. TERMINATION FOR CONVENIENCE.** Purchaser may terminate this Agreement for convenience upon notifying Seller at least thirty (30) days prior to the “termination date” set forth in the notice and paying Seller for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon in an amount determined by Seller. Purchaser shall pay all such costs and expenses and the reasonable profit to Seller within ten (10) days of the termination of the Agreement.

**10. FORCE MAJEURE.** If Seller is unable, wholly or in material part, by any reason of Force Majeure to carry out any of its obligations hereunder, then on Seller’s notice to Purchaser within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. “Force Majeure” shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, pandemics, lightning, fire, flood, washout, storm, communication lines failure, delays of the Purchaser or any third party, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos and any other causes that are not reasonably within the control of the Seller. Notwithstanding anything in this Agreement to the contrary, if the delay is the result of Purchaser’s action or inaction, then in addition to an adjustment in time, Purchaser shall promptly reimburse Seller for Seller’s costs incurred to maintain its schedule or to seek to limit any slippage from the schedule as much as reasonably practicable under the circumstances.

**11. CHOICE OF LAW, CHOICE OF VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Pinellas County or Clearwater, FL. The parties irrevocably waive the right to request trial by jury.

**12. ASSIGNMENT.** Purchaser shall not assign or transfer this Agreement without the prior written consent of the Seller. Any attempt to make such an assignment or transfer shall be null and void. Seller shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to Purchaser.

**13. LIMITATION OF LIABILITY/NO LIQUIDATED DAMAGES, THIRD PARTY BENEFICIARIES, OR BACKCHARGES.** Notwithstanding anything in this Agreement to the contrary, (i) except as set forth in Sections 7 and 9, under no circumstances shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, under, relating to, or arising out of this Agreement, including, without limiting the foregoing, for any losses relating to plant shutdowns, non-operation or increased expense of operation, service interruptions, or cost of purchased or replacement power; and (ii) the maximum aggregate liability of Seller under, relating to, or arising out of this Agreement, shall be the amount paid by



Purchaser to Seller under this Agreement for the Products. This is an aggregate cap, not a per claim cap. This Section 15 shall apply to any and all claims, regardless of whether such claims are in contract, tort, strict liability or otherwise. The parties agree that there are no liquidated damages associated with this Agreement nor are there any third-party beneficiaries to this Agreement. In addition, under no circumstances shall Seller be responsible and liable for any work, repairs, replacements or changes to the Products, or any backcharges, unless Seller agrees in writing to be responsible and liable on each such occasion.

**14. MISCELLANEOUS.** The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by pdf format or facsimile will be considered an original. The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the Parties beyond any termination of this Agreement. Each Party shall have the right to use any agents, contractors, subcontractors, or other non-employees (individually and collectively, "Contractors/Agents" of such Party) to perform any of its obligations or to act on behalf of the Party. All actions of a Party's Contractors/Agents in connection with this Agreement are attributable to that Party for all purposes under this Agreement. The rights and remedies of the Purchaser in connection with the Products provided by Seller and limited to the rights and remedies expressly stated in this Agreement. Any failure by Seller to enforce Purchaser's strict performance of any provision of this Agreement will not constitute a waiver of Seller's right to subsequently enforce such provision or any other provision of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable under applicable law, then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein. Seller shall retain sole ownership of its intellectual property used or produced in connection with this Agreement, and Purchaser shall not gain any rights in such intellectual property under this Agreement or otherwise arising out of this Agreement. Each party has had an opportunity to independently review this Agreement, and the language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. Each party has been given the opportunity to independently review this Agreement with legal counsel, and each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, it is the parties' intent that in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

## GREAT WHITE CENTER FLOW SCREEN & WHITETIP SHARK WASHING COMPACTOR TECHNICAL SPECIFICATIONS

### **Part 1 GENERAL**

**1.1 SCOPE** – Supply all labor, materials, equipment and incidentals required to install and place into operation the fine screening system as shown on the Drawings and as specified herein.

**1.2 REFERENCE STANDARDS** – The properties of all materials, design, fabrication and performance of the equipment to be furnished under this section shall be in accordance with the latest issue of applicable standard specifications. The governing authorities of these standards are listed below.

- A. AISC, American Institute of Steel Construction
- B. AISI American Iron and Steel Institute
- C. ANSI, American National Standards Institute
- D. ASCE, American Society of Civil Engineers
- E. ASME, American Society of Mechanical Engineers
- F. ASTM, American Society of Testing and Materials
- G. AWS, American Welding Society
- H. IBC, International Building Code
- I. IEC, International Electric Code
- J. IEEE, Institute of Electrical and Electronics Engineers
- K. NEC, National Electrical Code
- L. NEMA, National Electrical Manufacturers Association
- M. Underwriters Laboratory (UL and cUL)

**1.3 SUBMITTALS** - Submittals shall be provided to the engineer that includes all the following information:

- A. Compliance Statement: With each submittal, include a Compliance Statement listing each Specification Section and Part 1, 2, and 3 Sub-Sections, stating paragraph-paragraph, compliance with the Specifications, each minor nonconformity that is within the intent of the Specification and proposed nonconformities. Provide short descriptions of minor nonconformities, and detailed explanation and drawings of other nonconformities.
- B. Certified shop drawings showing all important details of construction, dimensions and anchor bolt locations.
- C. Descriptive product literature.
- D. Schematic electrical wiring diagram and electrical controls information.
- E. Complete motor and drive data.
- F. The total weight of the equipment.
- G. A complete bill of materials of all equipment.
- H. A valid certificate of registration naming manufacturer, and supplier if equipment is relabeled, as ISO 9001:2015 certified.
- I. A certificate from an industry recognized, independent testing facility verifying compliance with Screening Capture Ratio requirement.

## 1.4 QUALIFICATIONS

- A. All the equipment specified under this Section shall be supplied by a single manufacturer whose Quality Management System is ISO 9001:2015 certified and applicable to the manufacture of water and wastewater treatment equipment.
- B. If equipment is not manufactured by supplier, including welding and machining, the name and contact information of manufacturing facility must be supplied. If more than one manufacturer is used all companies and facilities must be provided.
- C. If patents protecting equipment are not owned by supplier, then an affidavit must be supplied stating owner of design and expiration of licensing agreement.

## 1.5 DESIGN REQUIREMENTS

### A. System Description

- 1. The fine screen will have a continuous stainless steel belt that automatically rotates within the internal guide system of the static frame.
- 2. The fine screen herein specified will be of the center flow type. The flow enters the inside of the continuous belt and exits through both sides and the bottom of the belt.
- 3. The screen shall have undergone performance testing by an industry recognized, independent testing facility. The results of this testing shall verify a Screening Capture Ratio of at least 84% for solids equal to or larger than the screen grid opening listed in System Performance below.
- 4. The screen will be installed into a widened chamber section of the channel or the channel as shown on the contract drawings to accommodate the flow pattern through the screen belt.
- 5. The solids will collect as a mat on the inside of the continuous belt. The belt will intermittently rotate and elevate the solids to the discharge point. Larger objects will be picked up by a series of hooks and/or trays placed at regular intervals.
- 6. The solids will be removed at the top of the screen by two spray bar headers positioned on the outside of the belt. The screenings will drop into an internal hopper and be fed to the screening handling system.
- 7. The continuous belt will be directly driven by drive sprockets that shall support and rotate the grid assembly.
- 8. The screen will be totally enclosed and have access covers that will be lightweight and easily removable for maintenance.
- 9. The Washing Compactors will be positioned next to the screening channels and will be fed by a sluice system.

10. The Washing Compactor will be adequately sized to handle all the screenings and wash water that will be generated by the screen at peak flow. The system will be required to wash the screenings to reduce the organic content and compact the remaining solids into a dry plug.
  11. The Washing Compactor will generally comprise of a screw auger rotating within the washing and drainage trough, a wash water system, a compaction zone and an outlet chute arrangement.
  12. All stainless steel (including frame, grid and drive components) mentioned below as stainless steel shall be T304 stainless steel. All hardware shall be T316 stainless steel.
- B. System Performance – The fine screening system will be designed to meet the following design parameters:
- |   |  |
|---|--|
| 1. Number of screens                            | 1  |
| 2. Peak flow per screen                         | 6.0 MGD  |
| 3. Velocity through the grid                    | 3.66 ft/s  |
| 4. Screen grid opening                          | 6 mm   |
| 5. Head loss at peak flow                       | 7.69 inches @ 50% blinding and 37.69 inches upstream water level |
| 6. Structural design differential of frame/grid | 48 inches minimum @ 100% blinding                                |
| 7. Drive design differential (operating)        | 48 inches minimum  |
| 8. Channel width                                | 30 inches  |
| 9. Channel height                               | 108 inches   |
| 10. Number of Washing Compactors                | 1  |
| 11. Diameter of screw                           | 8 inches   |
| 12. Minimum diameter of shaft                   | 2.875 inches   |
| 13. Compactor discharge height above grade      | 56 inches  |
| 14. Total wash water requirements               | 52 GPM @ 60 PSI  |

## **Part 2 PRODUCTS**

### **2.1 MANUFACTURER**

- A. The equipment shall be the Center Flow Screen and Washing Compactor as provided by Hydro-Dyne Engineering, Inc., Clearwater, FL. Other than the named supplier, all manufacturers proposing equipment described herein, will provide a detailed submittal package, which will consist, at a minimum, of all information and details prescribed in section 1.3, 1.4 and Part 2 of this specification. All pre-qualification submittals will be submitted to the Engineer at least 15 days prior to the bid date.
- B. If submitted equipment requires arrangement differing from that specified, prepare and submit for review complete structural, mechanical, and electrical drawings and equipment lists showing all necessary changes and embodying all special features of equipment proposed. Any changes are at no additional compensation and the Manufacturer will be responsible for all engineering costs of redesign by the Engineer, if necessary.

## 2.2 THE CENTER FLOW SCREEN

### A. Perforated Plate - The Continuous Screening Belt

1. The screenings belt will consist of panels manufactured from 3/8" thick UHMWPE with perforations of the specified opening.
2. The perforated panels will be supported by 12 gauge stainless steel vertical mounted lifting hooks horizontally spaced a maximum of 3 inches apart preventing deflection. The lifting hooks shall support the screening grid and bear tension loads across the entire length and width of the screen belt.
3. The hooks on elements shall form horizontal lifting trays or shelves for removing large solids and rags every 8 inches around the entire screen grid.
4. The perforated panels will be connected by heavy duty stainless steel axles every 8 inches to form a continuous belt that will rotate within the frame's guide system. The axle design will allow the plates to pivot and create a seal between the perforated panels to prevent the passage of solids.
5. The axles will include Delrin spacers that will maintain the 3 inch space between the vertical support elements. Delrin spacers will also form a seal between each perforated panel with clearance not to exceed 0.5mm.
6. The axles will be extended to fix a UHMWPE guide link to the side of each perforated plate. These guides will interlock to create a continuous guide link system that will slide within the frame.
7. Guide links shall be precision machined from solid virgin UHMWPE. Injection molded links are not acceptable.
8. The heavy duty guide links will be minimum 2 inches thick to protect against undue wear from grit and will be specially machined to form a closure seal between the rotating belt and the static frame.
9. The seal shall be continuous from grade level through the water flow forming an uninterrupted closure between the traveling screen grid and the stationary frame. The seal shall be heavy gauge stainless steel, fixed to the screen frame and be adjustable so it will remain in contact with the rotating screen belt at all times. There shall be no gap in the grid to frame seal larger than 0.5mm.
10. Guide systems that use rollers, stainless or hardened steel chains will not be acceptable.
11. Grid panel sealing systems that use neoprene seals or stainless steel hinges will not be acceptable.
12. Grid to frame sealing systems that use adjustable UHMWPE strips attached to the frame will not be acceptable.

### B. The Frame

1. The continuous belt will rotate within a heavy duty stainless steel static support frame that shall be a rectangular box construction.
2. The guide link system will travel around a stainless steel guide wear track that is integral to the support frame. Top and bottom wear tracks shall be bolt in and field replaceable.
3. There shall be a removable inspection panel located directly beneath the drive allowing easy access to the grid drive sprockets, drive shaft and screenings collection hopper.
4. The design will ensure that the support frame meshes with the closure seal on each guide link to prevent passage of screening material and grit particles.
5. All components of the lower wear tracks shall be bolt in, field replaceable and manufactured from stainless steel.
6. The frame shall accommodate stainless steel protective covers designed to prevent leakage and contain spray wash. All access covers for maintenance will be lightweight and easily removable. Screens with covers requiring neoprene, rubber or plastic seals are not acceptable.
7. The screen manufacturer will supply the stainless steel angled filler plates to connect from the upstream corners of the support frame to the channel walls.
8. The back-plate of the screen shall be furnished with a bypass gate that will allow manual removal for complete flow bypass.

#### C. The Offloading of Screenings

1. Two stainless steel spray wash headers will be located in the head space of the screen to offload the screenings from the continuous belt.
2. The spray bar will incorporate brass nozzles at 2 inch spaces that can easily be replaced or removed for cleaning.
3. The spray bars will be positioned behind the rotating belt and will backwash the solids into an internal hopper manufactured from stainless steel. The wash water will be used to continuously flush the screenings from the internal hopper into the extended sluice or directly into the Washing Compactor.
4. The addition of a rotating or static brush system to aid offloading will not be acceptable.

#### D. Screen Drive Mechanism

1. Each screen will have a maximum 0.75 hp, inverter duty electric motor suitable for a 460/3/60 supply and rated for a Class 1 Div. 1 environment. As a minimum, the motor will be TEFC with an IP55 enclosure rating and will conform to NEMA MG-1

- requirements. The motor will be located outside of the screen covers and above the top of the channel.
2. The gear reducer shall be directly coupled to a heavy duty shaft machined from solid stainless steel round bar.
  3. The drive shaft shall be supported on both ends by grease filled roller bearings. Separate grease-filled self-contained cartridge seals shall be mounted on drive shaft between bearings and frame to eliminate spray wash from entering bearings or gear reducer.
  4. The continuous belt will be supported and rotated around heavy duty stainless steel sprockets located on the drive shaft in the head space of the screen.
  5. These sprockets will have removable bolted-on lugs that transmit torque directly from the gear reducer to notches on the underside of the UHMWPE guide links. Driving forces shall be transmitted to areas located behind the screen's grid to prevent solids from contacting drive surfaces.
  6. Chain driven systems or screens with wheels submerged in the wastewater are not acceptable.
  7. Drive systems that use an external track and pinion to drive or push the band against grid weight supporting wear tracks will not be acceptable. Drive shall lift, and be capable of bearing, the full weight of the grid.

## **2.3 THE SCREENINGS TRANSFER SLUICE**

- A. If selected by the owner, the manufacturer will design and supply a screenings launder sluice system that will collect screenings and wash water from the discharge hopper of the screen and transfer them into the washing compactors.
  1. Collected screenings will transfer through the sluice by means of gravity. Mechanically driven conveyors will not be acceptable.
  2. The manufacturer shall supply a solenoid valve that will be plumbed in field into the back plate of the sluice. The contractor will connect to a local plant water supply, and the water supply will provide supplementary transport water.
  3. The sluice will be manufactured from stainless steel. It shall comprise of U-shaped lengths of trough that will be flange connected to the desired overall length.
  4. Any changes in direction will be achieved using long swept bends that will prevent blockages from occurring.
  5. Covers will be lightweight, no more than 6 feet long and bolted for easy removal by a single operator.

## 2.4 THE WASHING COMPACTOR WITH ENHANCED WASHING AND DEWATERING

- A. The main body will be the washing trough that will receive screenings and wash water directly from the end of the screenings transfer sluice.
- A. The washing trough will house the screw auger and provide a dedicated section to reduce organic content.
- B. The stainless steel drainage section will be perforations with 5mm openings and be adjustable to maintain auger alignment. This drainage section shall be removable and easily replaceable in the field with no special tools. The flights of the screw may be fitted with a stiff nylon brush that will maintain contact with the drainage section, preventing blockages. The replaceable brushes will be supplied in pre-coiled lengths with stainless steel removable clamps.
- C. The catch pan will include a separate wash water supply to purge the area of accumulated solids. A single spray nozzle will direct water across the length of the pan toward the outlet. The frequency of cleansing cycles will be controlled through the main control panel.
- D. The AR400 hardened steel screw auger will sit in the washing trough. Washing compactors with shaftless screws are not acceptable as a shaft is required to support the flight and provide necessary torque and compaction. Screw auger will be primer coated to inhibit corrosion.
- E. The auger will be a varied pitch screw aligned at the compaction end by AR400 hardened steel wear and anti-rotation bars designed to prevent the compacted screening from spinning within the compaction zone.
- F. The screw will rotate allowing wash water and free organic/fecal material finer than trough openings to escape and return to the plant flow. The wash water will flush the separated organic material through the drainage section in solution or as small particles.
- G. Washing of screenings shall be achieved through an enhanced washing module consisting of the following minimum requirements manufactured out of stainless steel:
  - 1. Variable pitch flight for separate screening transport through the wash, dewatering and compaction zones.
  - 2. Washing Module Zone
    - a. Flanged connections and a stainless steel orifice plate or nozzle
    - b. Hardened steel wear and anti-rotation bars
    - c. Separately controlled high pressure washing to shear and break-up organic and fecal material for return to the channel.
    - d. Cleansing cycles moving the auger in forward and reverse direction are controlled through the main control panel and operator adjustable up to 9 cycles
  - 3. Dewatering and Compaction Zone
    - a. Stainless steel header feeding an external rinse shower
    - b. Hardened steel wear and anti-rotation bars



- c. Full circumference perforations for dewatering and extrusion of organics and fecal material.
  - d. Attached drainage catch pan with a separate wash water supply to purge the area of accumulated solids
  - e. Removable covers for inspection access
- H. The compacted screenings will be pushed through the compaction zone and pass through an elbow into an outlet chute. The outlet chute will provide for screening expansion and will elevate the dewatered screenings to discharge by gravity into a waste receptacle (by others).
- I. Each Washing Compactor will have a maximum 5 hp, inverter duty electric motor suitable for a 460/3/60 supply and rated for a Class 1 Div. 1 environment. As a minimum, the motor will be TEFC with an IP55 enclosure rating and will conform to NEMA MG-1 requirements.

**2.5 SPARE PARTS** - The manufacturer will supply the following spare parts, per screen supplied, with the equipment:

- A. Ten (10) hook links and elements spacers
- B. Two (2) grid axles
- C. Two (2) guide links
- D. Two (2) screen panels
- E. Two (2) grid panels
- F. One (1) brush for the screw

**2.12 ACCESSORIES** - The manufacturer will supply the following accessories, per screen supplied, with the equipment:

- A. One (1) 1" NEMA 4X or NEMA 7 brass body solenoid valve
- B. One (1) 1.5" wash water strainer
- C. Two (2) wash water pressure gauge

## **2.13 ELECTRICAL CONTROLS AND ANCILLARY COMPONENTS**

- A. General Information - The manufacturer will supply one UL listed main control panel and one local control station that shall automatically control the equipment offered in this section.
- B. The Main Control Panel – NEMA 4X stainless steel enclosure for outdoor installation – Each control panel shall consist of the following components for each screening system:
  - 1. Main lockout/fused disconnect switch
  - 2. Hand/Off/Auto switch for each screen and compactor
  - 3. Variable frequency screen drive
  - 4. Variable frequency Compactor drive (reversing)
  - 5. Control transformer, 500 VA minimum
  - 6. Allen Bradley MicroLogix PLC
  - 7. Panelview 400 HMI
  - 8. Fused disconnect

9. Hour run meter
  10. Fuses and breakers
  11. Motor overload sensor
  12. Panel power light
  13. Screen run/fault lights
  14. Washing Compactor run/fault lights
  15. Manual operator and reversing contactors for wash module operation
  16. Reset pushbutton
  17. Emergency stop pushbutton
- NOTE: Current monitors (included with VFD motors)

C. Ancillary Control Components –

1. Float switch
2. Ultrasonic level system consisting of the following per screen:
  - a. NEMA 4X enclosure with viewing window
  - b. Milltronics Hydro-Ranger 200 controller with real-time 4-20 mA output
  - c. One (1) NEMA 4X/7 transducers
3. Local Control Station – NEMA 7 - Each local station panel shall consist of the following components:
  - a. NEMA 7 enclosure
  - b. Hand/Off/Auto switch for each motor
  - c. Emergency stop

### **Part 3 SURFACE PREPARATION AND PAINTING**

- A. The majority of stainless steel materials, flanges and piping shall be pickled by means of a four tank system that is in accordance with ASTMs A380. This process is for quality control, removal of heat affected discoloration, surface treatment for corrosive environments and to provide a uniform finish to the stainless steel surfaces. Stainless steel components must be fully submerged in the tanks for complete coverage. Electro-chemical wanding is acceptable on weld finishes that cannot be submerged due to size. Sandblasting, pickling pastes and abrasive cleaners will not be accepted as forms of metal finishing. The drive and grid components do not require pickling.

Tank 1 – Detergent bath for the removal of soils, greases, oils and dirt

Tank 2 – Rinsing process to remove detergent and residual soils

Tank 3 – Two part acid solution for the removal of tightly adhere oxide films

Tank 4 – Final rinse process to remove all residual acid

- B. All ferrous surfaces (except stainless steel) shall be coated with a pre-primer, primer, and an exterior top coating, or fusion bonded polyester coating suitable for humid/wet environments for superior corrosion protection.
- C. Motor(s) and gearbox(s) shall be surface prepared to withstand humid/wet environments for superior corrosion protection.

## **Part 4 EXECUTION**

**4.1 WARRANTY** - The Manufacturer of the equipment supplied under this specification shall provide a warranty for a period of twelve months commencing on acceptance and/or beneficial occupancy by the Owner but no later than 90 days from the date of shipment by the Manufacturer. The Manufacturer shall guarantee that the equipment furnished is suitable for the purpose intended and free from defects in design, materials and workmanship. In the event that the equipment fails to perform as specified the Manufacturer shall, at his option, promptly repair, modify or replace the defective equipment.

### **4.2 FACTORY TESTING**

- A. The screening system and all components shall be factory assembled and tested for a minimum of 24 hours prior to shipment. The equipment shall be shipped fully assembled and shall be capable of being set in place and field erected by the Contractor with minimal field assembly.
- B. During the factory test period the screening system shall be adjusted as required assuring proper operation on completion of the field installation. The Manufacturer shall supply a certification of the completion of the factory testing of the assembled screening system and appurtenances and shall certify as to the equipment being in satisfactory operating condition at time of shipment. The Engineer and/or Owner may, at their own option and expense, witness the factory test.

### **4.3 DELIVERY AND STORAGE**

- A. The screening system shall be appropriately crated and delivered to protect against damage during shipment.
- B. An authorized representative of the Contractor shall inspect the screens on delivery to the jobsite and shall report any damage or missing components to the Manufacturer and the Engineer within 72 hours of receipt of the shipment.

**4.4 INSTALLATION** - The installation of the equipment shall be as indicated on the drawings and in strict accordance with the Manufacturer's instructions and recommendations.

### **4.5 FIELD TESTS, ADJUSTMENTS AND COMMISSIONING**

- A. The equipment shall be shipped completely factory assembled. Contractor shall verify all access dimensions, channel dimensions, and any interior building dimensions to ensure equipment may be installed as a factory assembled units.
- B. After completion of the installation, the equipment shall be inspected and certified by an authorized representative of the Manufacturer as being in compliance with the Manufacturer's recommendations and requirements. At such time as the Manufacturer has deemed the installation to be acceptable, the Manufacturer's authorized service representative shall make any required adjustments and shall start the equipment to assure proper operation.

- C. The Manufacturer's authorized representative shall provide instruction to the plant personnel as to the operation and maintenance of the equipment including commissioning, shut down, on-line operations, lubrication and preventative maintenance.
- D. Manufacturer shall state field service rates for a Service Engineer to Owner and Contractor. In the event that the field service time required by this section should not be sufficient to properly place the equipment into operation, and the requirement for additional time is beyond the manufacturer's responsibility, additional time shall be purchased by Contractor to correct deficiencies in installation, equipment, or material without additional cost to Owner.
- E. The Contractor shall include in his bid, the cost of the above referenced authorized service representative for a minimum of one (1) trip totaling up to two (8) eight hour days onsite to complete the certifications and training described in this specification section.

**End of Section**

# Great White Center Flow Screen Equipment Sizing



Tel: 813-818-0777 Fax: 813-818-0770

Project: Boulder City, NV - WWTP

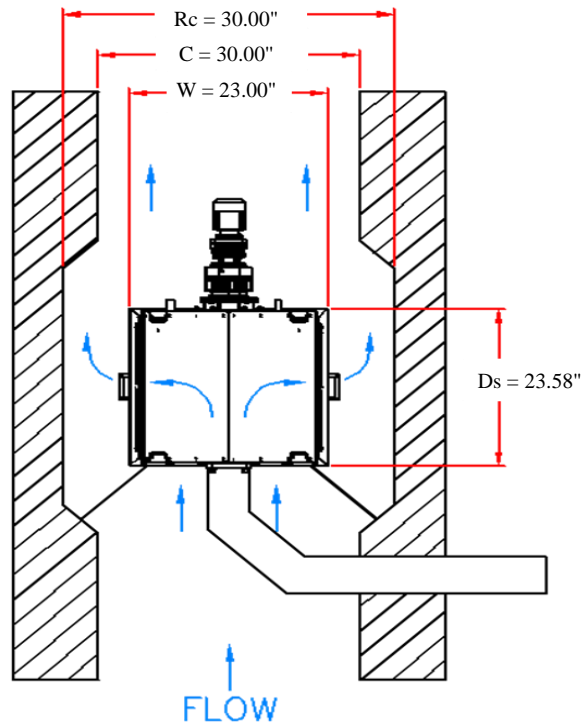
Date: 7/20/2021

Rep: JBI Water

By: RH

Checked: JMB

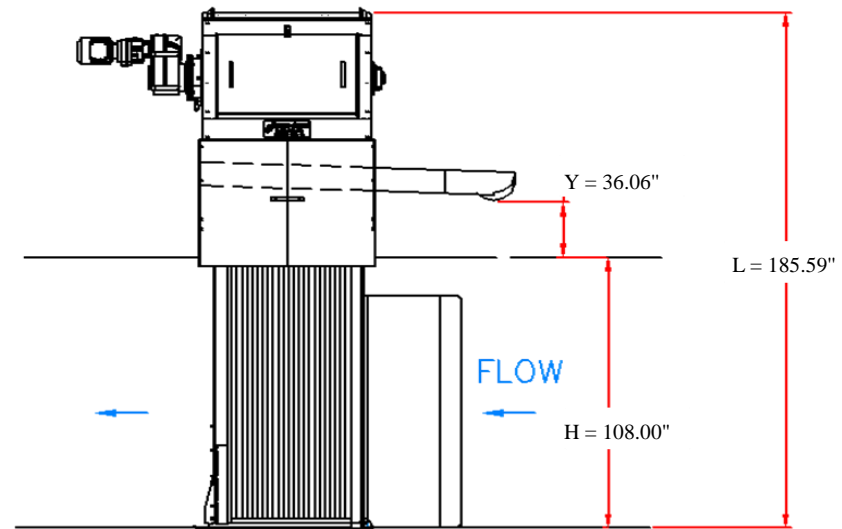
Channel Dimensions:		English Units	SI Units
C	Channel Width	30.00 in	762 mm
H	Channel Height	108.00 in	2743 mm
Rc	Recess Width,	30.00 in	762 mm
Rd	Channel Recess Depth	0.00 in	0 mm
TC	Height from Grade to Top of Channel	0.00 in	0 mm



Model # CF 23 - 24 - 186 - 6 - P

Equipment Dimensions:		English Units	SI Units
L	Length of Screen	185.59 in	4714 mm
W	Width of Screen	23.00 in	584 mm
Ds	Depth of Screen	23.58 in	599 mm
Y	Discharge Height from the Sluice	36.06 in	916 mm

Screen Grid Parameters:			
S	Grid Opening Spacing	6mm Perf UHMWPE	
Obs	Percent of Screen Obstructed	50 %	Hook Link 12 ga
OA <sub>eff</sub> *	Effective Percent of Grid Opening	31.66 %	Straight Link 12 ga



NOTE: \* Effective Percent of Grid Opening = Percent of Grid Opening at 6mm Opening  $\times$  ( 1 - Proposed 50% of Screen Obstructed ).

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# Great White Center Flow Screen Hydraulic Performance



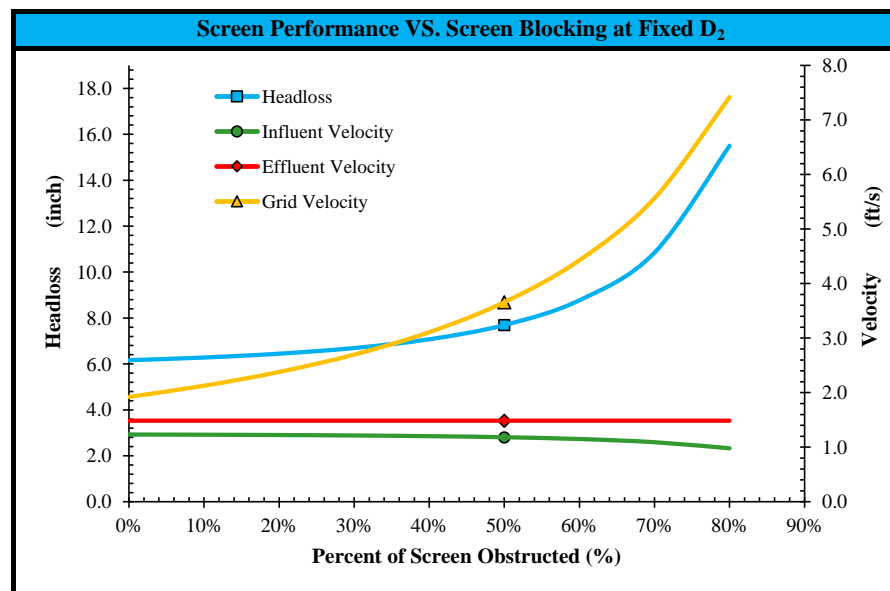
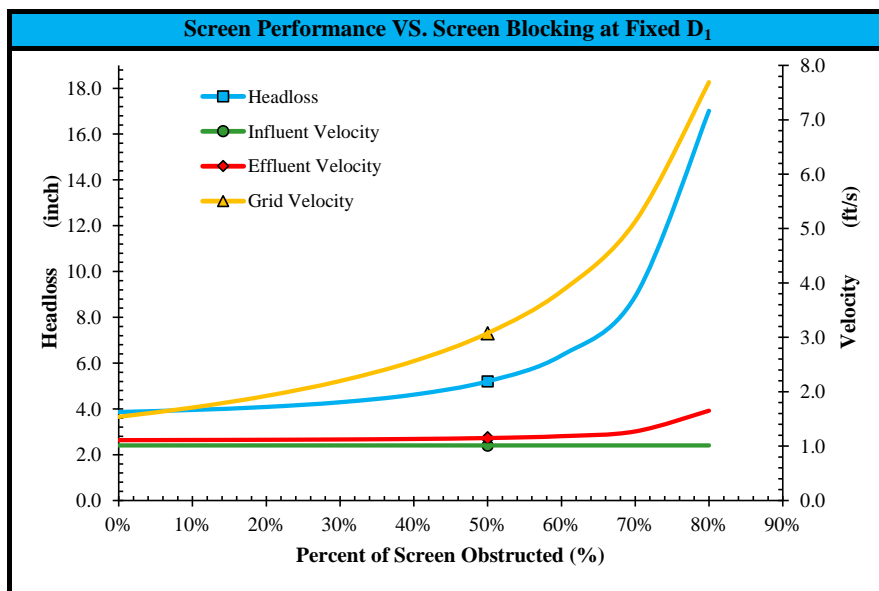
Project: **Boulder City, NV - WWTP**  
 Date: **7/20/2021**  
 Rep: **JB Water**  
 By: **RH** Checked: **JMB**

Tel: 813-818-0777 Fax: 813-818-0770

Model # **CF 23 - 24 - 186 - 6 - P**

Fixed D <sub>1</sub> Condition @ 50% Obs		English Units		SI Units	
Q	Flow Rate	6.00 MGD	4167 gpm	263 L/s	22712 m <sup>3</sup> /d
D <sub>1</sub>	Upstream Water Depth	44.00 in		1118 mm	
D <sub>2</sub>	Downstream Water Depth	38.80 in		986 mm	
ΔH	Total Headloss	5.20 in		132 mm	
F	Freeboard	64.00 in		1626 mm	
V <sub>1</sub>	Influent Channel Velocity	1.01 ft/s		0.31 m/s	
V <sub>T</sub>	Throat Velocity of Screen	2.99 ft/s		0.91 m/s	
V <sub>G</sub>	Velocity Through Grid	3.08 ft/s		0.94 m/s	
V <sub>Re</sub>	Recess Zone Velocity	3.19 ft/s		0.97 m/s	
V <sub>2</sub>	Effluent Channel Velocity	1.15 ft/s		0.35 m/s	

Fixed D <sub>2</sub> Condition @ 50% Obs		English Units		SI Units	
Q	Flow Rate	6.00 MGD	4167 gpm	263 L/s	22712 m <sup>3</sup> /d
D <sub>1</sub>	Upstream Water Depth	37.69 in		957 mm	
D <sub>2</sub>	Downstream Water Depth	30.00 in		762 mm	
ΔH	Total Headloss	7.69 in		195 mm	
F	Freeboard	70.31 in		1786 mm	
V <sub>1</sub>	Influent Channel Velocity	1.18 ft/s		0.36 m/s	
V <sub>T</sub>	Throat Velocity of Screen	3.59 ft/s		1.09 m/s	
V <sub>G</sub>	Velocity Through Grid	3.66 ft/s		1.12 m/s	
V <sub>Re</sub>	Recess Zone Velocity	3.96 ft/s		1.21 m/s	
V <sub>2</sub>	Effluent Channel Velocity	1.49 ft/s		0.45 m/s	



# WHITETIP SHARK WASHING COMPACTOR SIZING TOOL

Project:	Boulder City, NV - WWTP	Lead #:	13402	Stage #:	Proposal
City, State	Boulder City, NV	Line #:	10	By:	RH
Rep:	JB Water	Job #:		Date:	7/20/2021
RSM:	JW	WC Sizing Program Revision		6/23/2021	

## PLANT INPUTS

Type of Flow:	Waste Water	Equipment Quantity:	Plant Flow (per screen):
Source of Waste:	Municipal	0	Units MGD
Collection System:	Both Gravity and Pumped	Fine Screen 1	Peak Flow 6
Screen System:	Single Stage Screen	WC 1	Avg. Flow 2.4
Conveyance:	Sluice	Sluice 1	Min. Flow 1.2
Upstream Coarse Screen:	No Coarse Screen		Peak:Avg 2.5
Slug Quality Selection	Dewatered & Compacted	Peak Solids Dillution	Standard
FOG (Fats Oils & Grease)	Medium to High FOG		
Rock Crushing	Not Required		

## FINE SCREEN INPUTS

Fine Screen Model #	CF	23	24	186	6	P
Fine Screen	21.6 gpm		Dry Unloading	No		
Fine Screen Flow/WC	21.6 gpm					

## TOTAL WATER DEMAND PER WASHING COMPACTOR

Screen Flow /WC	21.6 gpm	Total Flow/WC	26.6 gpm
Sluice Flow Rate	5 gpm	Water Pressure	60 psi
WC Wash Water	0.0 gpm		

## WASHING COMPACTOR INPUTS & OUTPUTS

WC Model #:	WCW	8H	23	5P	304
Compactor			Trough		
Whitetip Shark Model	WC with Wash Module		Trough Hole Size & Type	5mm Perf	Standard
Compactor Size	8 inch	Standard	Trough Length	23 inch	Standard
Compactor Type	Heavy Duty		Catch Pan Type	Standard	Standard
Conveyance from Screen	Sluice		Trough Washings Return	Effluent	Standard
			Blinding Rate	79%	Standard
Shaft Diameter	3.50 inch				
Compactor Material	T304	Standard	Wash / Drainage Module:	Wash	
Auger Material	AR400	Standard	Hopper Wash	None	Standard
Auger Brush	Brush	Standard			
Gear Motor			Snorkel		
Motor Type	C1D2	Standard	Auger Lift Distance	< = 4 feet	Standard
Motor Brand	Nord	Standard	Auger Push Distance	< = 10 feet	Selected
Motor Size	5.0 HP	Standard	Snorkel Style	Standard Pipe	Standard
Motor Configuration	Parallel Shaft	Standard	Bagger / Layflat Hose	Driplip	Standard
Motor Starter Type	Reversing	Selected	Freeze Protection	None	Standard
Motor Starter Size	5.0 HP	Standard			



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Built to Perform.™

## WATER CONSUMPTION & VALVE CALL OUTS

WC Water Consumption:			Total Water Consumption:		
Demand	Q (gpm)	Ball Valve Size	equipment:	each	qty total
Hopper Wash	0.0 gpm	N/R	Coarse Screen	0.0 gpm	0 0.0 gpm
Catch Pan	4.8 gpm	1/2"	Fine Screen	21.6 gpm	1 21.6 gpm
Drain Module	9.6 gpm	3/4"	Sluice	5.0 gpm	1 5.0 gpm
Wash Module	9.6 gpm	3/4"	Compactor	24.0 gpm	1 24.0 gpm
			Total Water:	50.6 gpm	50.6 gpm
			Pressure:	60 psi	
Solenoid Call outs					
Coarse Screen Wash		N/R			
Fine Screen Wash		1"			
WC Catch & Rinse		1"			
WC Wash		3/4"			

## COMMENTS

External WC Model #: WCW8H-5P *Use External Model number for Proposals, Submittals, and O&Ms.*  
 Internal WC Model #: WCW8H-23-5P-304 *Use Internal Model number for M1.*  
 Washing Compactor Diameter is Standard, Trough Length is Standard, Auger Brush Selected.

*Refreshed WC sizing using newest WC sizing program.*  
*This WC size is consistent with previously sized in LL9.*  
 WC sizing notes from LL9:  
 No Specific WC type called out in M1, stayed with calculated WCW8H. Consistent with previously sized.  
 T304 S.S. and C1D2 called out. Reversing motor starter due to WCW. Standard Catch pan type due to sluice to WC.  
 Sluice between 2'-4"; snorkel lift=56" and push=72" called out.

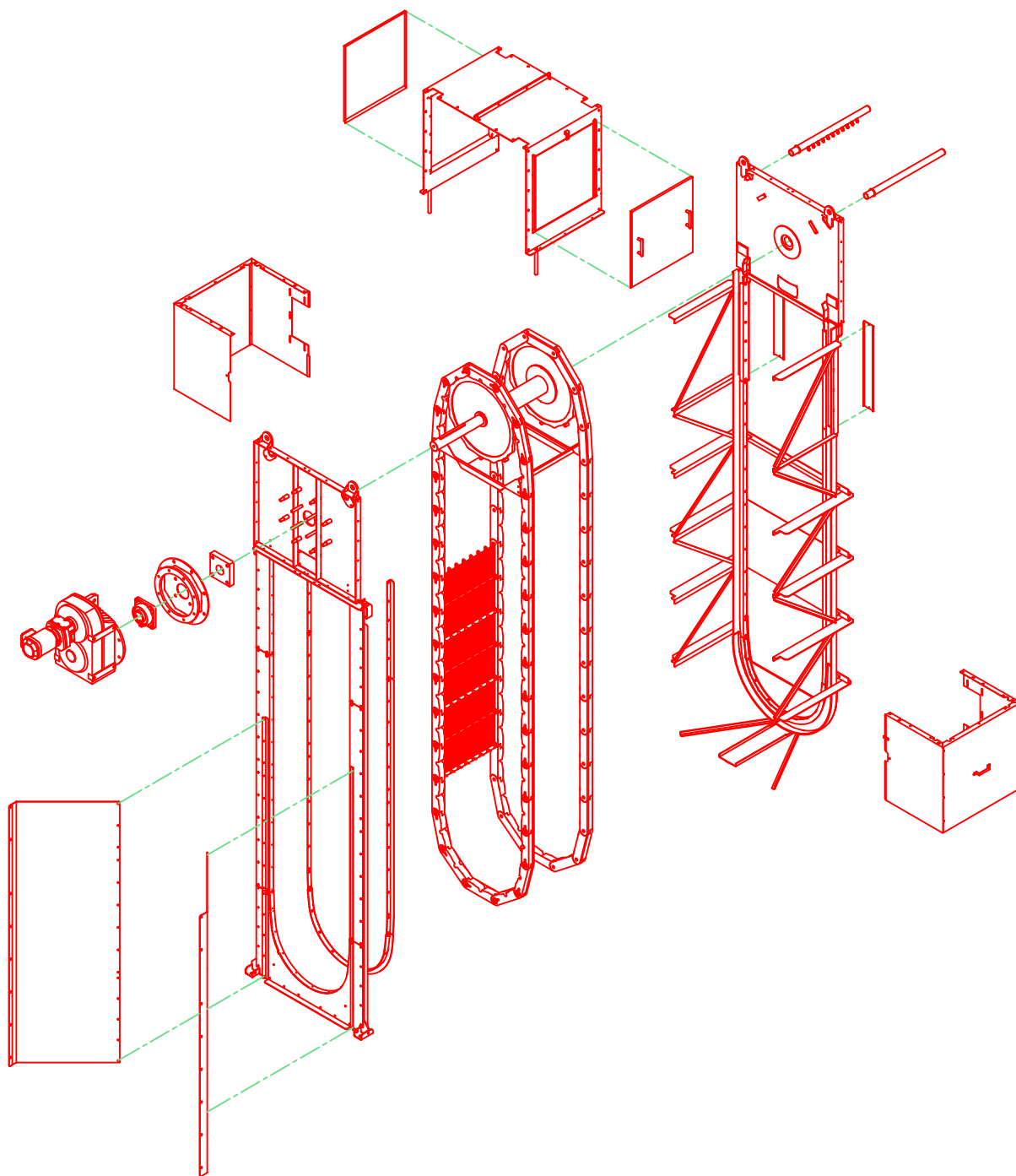
*Snorkel design is a Standard Pipe snorkel*

## SAFETY FACTORS

Solids	Peak Load	Average	Minimum	Water	
Solids Instant Load	8.0	8.0	8.0	Water going to WC	1.1
Gravity Factor	1.2	1.2	1.2	Trough Length	5.6
Solids Sizing (to 30% load)	1.4	2.4	4.7	Blinding Factor	4.8
Safety Factor Solids	13.6	22.7	45.3	Safety Factor Water	30.2

	GPM	FT3/Hr	%		GPM	FT3/Hr
Input Water	26.6	213.5	90%	Trough capacity blinded	147.7	1185.5
Input Solids	2.9	23.5	10%	Auger Capacity (30%)	4.1	33.3
Total Input	29.5	237.0	100%			

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# UNLESS NOTED

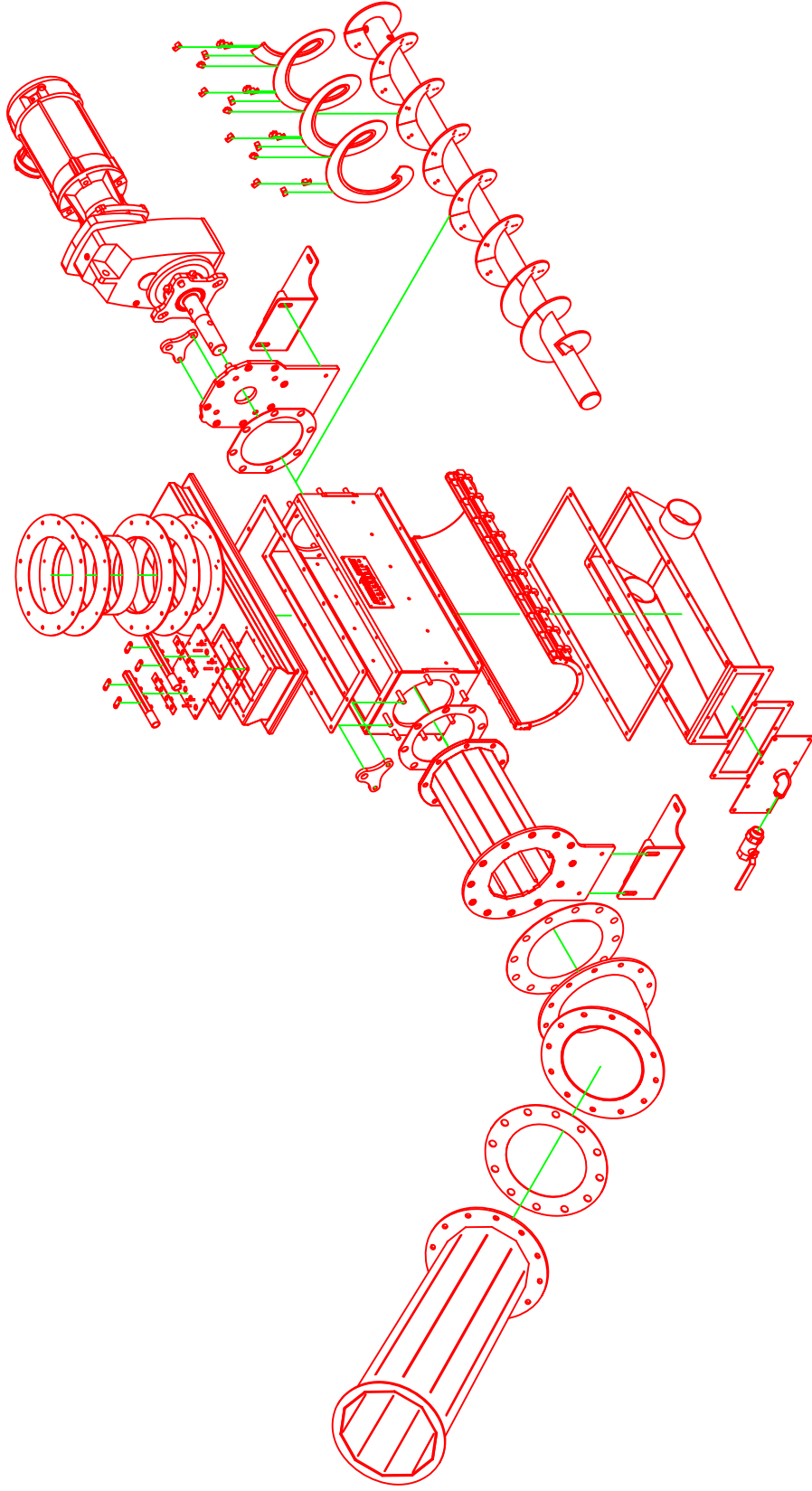
TOLERANCE	
.X	± .030
.XX	± .015
.XXX	± .005
.XXXX	± .0005



## CENTER FLOW – TYPICAL BREAKOUT – COMPLETE ASSEMBLY

FILE #: CF23-32-2SPR-P	SHT.: 1/1	REV.: C
DRAWN BY/DATE: J. COONEY – 02/25/14	SCALE: NTS	
CHECKED BY/DATE: T. HUNT – 02/25/14	SIZE: A	





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N:\Sales & Marketing\Made Easy\Drawings\Screening-Handling\WCP\WCP-10\WCP-Redesigned\WCP10-5S-EXT.dwg, 7/13/2016 9:50:32 AM, Adobe PDF

UNLESS NOTED  
TOLERANCE  
.X ± 0.125" ∠ ± 1°  
.XX ± 0.060"  
.XXX ± 0.030"  
FRACTIONAL: ± 1/4"

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**ENGINEERING**  
[www.hydro-dyne.com](http://www.hydro-dyne.com)

TYPICAL BREAKOUT – COMPACTOR

DRAWING #: WCP10-5S-EXT

SHT.: 1/1

REV: —

DRAWN BY/DATE: C. DISPENZA

6/28/2016

SCALE: NTS

CHECKED BY/DATE: —

6/28/2016

SIZE: A



# Great White Center/Dual Flow Screen

## Highest Screenings Capture Ratio Available

- Independently certified<sup>1</sup> highest SCR water/wastewater screen  
93.25% with 2mm opening  
84% with 6mm opening
- Continuous band screen design eliminates bypass and carryover
- Excellent sensitive process and membrane protection
- Proprietary design features easily capture and offload screenings including rags and stringy material
- All T304 or T316 stainless steel fabrication

## About the Great White Center/Dual Flow Screen

The Great White Shark is an apex predator that rules almost every body of water around the world. Like the Great White, our Center/Dual Flow Screen is designed and manufactured at the pinnacle of quality and dominates application environments.


The Great White Center/Dual Flow continuous band screen is designed to handle low-to-high flows and has been independently<sup>1</sup> certified to have the highest screenings capture ratio of all band screens on the market. Dual spray wash, patented grid design, proprietary sealing system and UHMWPE guide links make this an exceptional product for the filtering and offloading of water and wastewater screenings.



<sup>1</sup> UK Water Industry Research in National Screen Evaluation Facility Inlet Screen Evaluation Comparative Report (1999-2011)

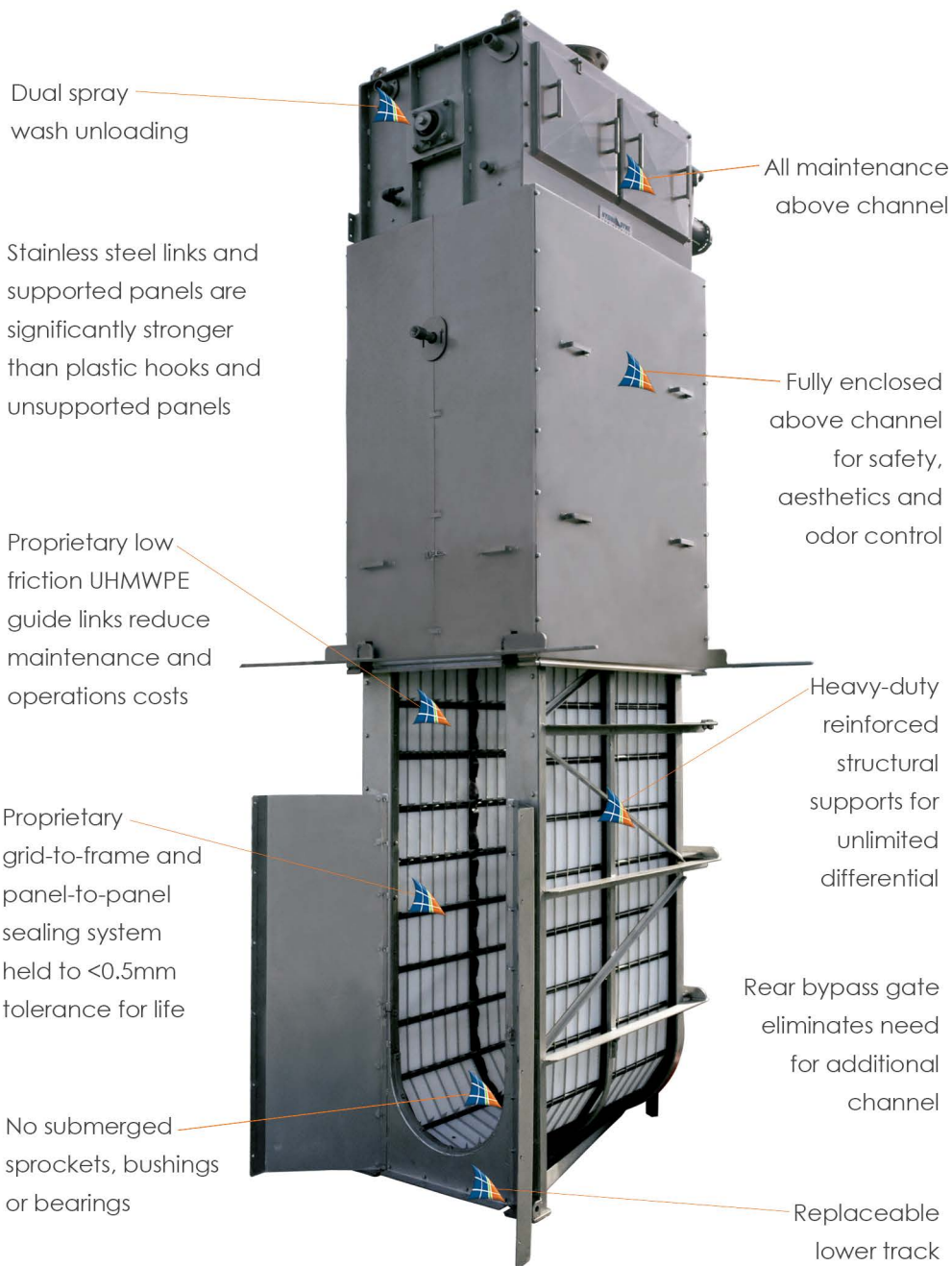
To learn more visit: [www.hydro-dyne.com](http://www.hydro-dyne.com)  
sales@hydro-dyne.com | +1 (813) 818-0777

Coarse Screens | Fine Screens | Screenings Handling | Grit Removal Equipment

Designed and manufactured in the U.S.A.   
4750 118<sup>th</sup> Avenue North Clearwater, FL 33762

**HYDRO DYNE**  
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## At-a-glance

### models

Center Flow (center entrance/side exit)  
Dual Flow (side entrance/rear exit)

### grid opening range

0.5-25mm

### flow capacity

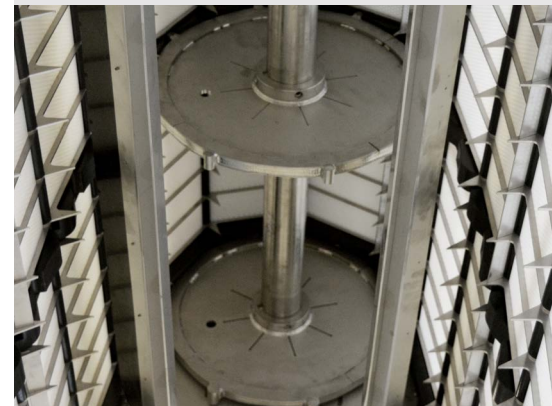
0.1mgd (5 L/s) to 125+mgd (5,500+ L/s)

### grid types

Stainless steel laced link  
Stainless steel wire mesh  
Stainless steel perforated panel  
UHMWPE perforated panel

## Patented Drive Features

- Grid does not contact drive or unloading mechanism
- Direct drive uses no chains or sprockets
- Fully supports grid for negligible wear
- Fractional hp requirements




## Optional Equipment

- Specialty stainless steel construction
- Cold weather/freeze protection
- Basic to sophisticated automation controls
- Sectional construction for restricted area assembly
- Integrated screenings handling equipment
- Electric, hydraulic or explosion-proof drives



To learn more visit: [www.hydro-dyne.com](http://www.hydro-dyne.com)  
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# Whitetip Shark Washing Compactors

## Effective Design Adapted to your Application

- Multiple models and options to suit individual applications
- Designed to collect, condition, dewater and compact screenings from any screen, launder/sludge or conveyor
- Screenings meet strict landfill requirements
- Returns organics and wash water to channel
- Reduces disposal weight and volume
- All T304 or T316 stainless steel fabrication
- Standard screw diameters: 6", 8", 10", 12", 16" and 20"


## Whitetip Shark Washing Compactors

The Whitetip Shark is a fierce but slow-moving shark, notable for its long, rounded fins which feature an iconic white tip. Hydro-Dyne's family of Whitetip Shark Washing Compactors thoroughly wash and compact screenings to produce the clean, compact white screening plugs they are known for by efficiently returning organics to the channel. Every compactor is custom-designed for individual applications, taking into account the type of flow and solids collected. Multiple models are available to ensure organic material is returned to the treatment plant's process and inorganic materials are separated, cleaned and dewatered in the most effective and efficient way possible. Stainless steel construction provides an enduring solution to exceed ever increasing disposal requirements.



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### Whitetip Shark Washing Compactor




The Whitetip Shark Washing Compactor features screenings washing, compaction and dewatering zones. Spray wash nozzles are recessed to minimize ragging and set at different angles to maximize the rinse cycle. Stainless steel anti-rotation bars improve compaction and significantly increase equipment lifespan.

-  Washing
-  Compaction
-  Dewatering








### Whitetip Shark with Additional Wash Cycle

The Whitetip Shark Washing Compactor with additional wash cycle adds a reversing function to the auger and timers so that the screened material is aggressively agitated during a longer wash cycle. Organic material is further broken down and washed back into the system through the drain.

-  Aggressive Washing Cycle
-  Compaction
-  Dewatering

### Whitetip Shark with Wash Module

An average of 80% decrease in the total weight of solids output is achieved by this model with the addition of deluge and washing module zones. The deluge zone significantly improves the separation of organic and inorganic material, and washing module and compression zones thoroughly rinse and compact captured screenings.

-  Up to 80% reduction in solids output weight
-  Deluge zone
-  Wash module zone
-  Compaction
-  Dewatering

## Optional Equipment

- Basic rinsing to thorough washing
- Integrated models located within screens
- External models fed via sluice or conveyor
- Trough types: perforated, slotted, wedgewire
- Shafted or shaftless flight
- Electric or hydraulic drive
- Cold weather/freeze protection

## Discharge Options

- Dual Bearing: Dewatering
- Reduction Flange: Dewatering and some compaction
- Hinged Gate: Dewatering and compaction
- Press Elbow: Maximum dewater and compaction plus elevation


## Screenings Collection Options

- Screenings collection bagging system
- Self-leveling bins
- Stainless steel discharge chute
- Lay flat hose or flexible pipe



To learn more visit: [www.hydro-dyne.com](http://www.hydro-dyne.com)  
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## Coarse Screens

Extremely reliable and versatile screens through robust design. With a wide variety of models and grid options, our coarse screens easily remove large solids for unsurpassed downstream protection.



### Bull Shark Through Flow Screen

- Heavy-duty, high capacity system
- Unlimited support against deflection



### Tiger Shark Multi-Rake Screen

- No submerged sprockets
- Dry unloading of screenings



### Dusky Shark Septage Receiving Station

- Effortlessly screens high TSS and FOG flows
- Monitoring and billing control available



### Sawshark Filter Stepper

- Low flow step-style screen
- Designed for smaller processes



## Fine Screens

Our fine screens have been independently certified to have among the highest screening capture ratios available. Through flow, center flow and dual flow models capture solids as small as 0.5mm.



### Great White Shark Center Flow Screen

- Low headloss and no carryover
- Ideal for sensitive process protection



### Bull Shark Through Flow Screen

- Proprietary sealing eliminates ragging
- Multiple models and grid types



### Dusky Shark Septage Receiving Station

- All maintenance above tank
- Dual spray wash unloading



### Great White Shark Dual Flow Screen

- Side entrance/rear exit
- Ideal in influent chambers



## Screenings Handling

Multiple models are designed for a variety of needs – from simple conveyance to sophisticated washing and compaction. Custom-designed equipment to perfectly complement a plant's screening system.



### Whitetail Shark Washing Compactor

- Collects, transports, washes, dewaterers and compacts screenings
- Reduces disposal weight and volume



### Thresher Shark Washing Machine

- Highest capture of inorganics with no emulsification
- Excellent return of organics and fecals to plant



### Spinner Shark Screw Conveyor

- Effective transportation of solids
- Shafted and shaftless flights



### Sluice Systems

- Proprietary bolt-on actuated gates available to retrofit existing sluice systems



## Grit Removal

Highly efficient all stainless steel grit traps and classifiers effectively remove grit particles at variable flow rates with very little headloss. Durable and rugged equipment easily retrofits existing systems.



### Sand Shark Grit Trap

- Highly efficient vortex-style system
- Sized to trap 95% of 300 micron grit



### Sand Shark Grit Classifier & Hydro-Cyclone

- Specifically designed for de-gritting wastewater
- Elevates, dewaterers and disposes grit

## Equipment Sizing



### Hammerhead Onsite Screen Sizing

- Proprietary technology to analyze a plant's unique flow to properly design equipment
- Decreases capital and maintenance costs of the entire plant





## Hydro-Dyne Engineering

Our formula for success is simple: intelligently design and skillfully manufacture exceptional quality equipment that provides extraordinary value to our customers. We do so by having complete control of our products from start to finish. As a full-service manufacturer, all design, fabrication and assembly is handled in-house. Since 1978, our time-proven designs in custom-engineered water and wastewater screening equipment have been trusted at more than 2,000 installations worldwide. At Hydro-Dyne Engineering, our solutions are **Designed to Protect. Built to Perform.**

### At-a-glance

- In-house design, fabrication and assembly
- Time-proven design
- 2,000+ installations worldwide since 1978
- Exceptional quality equipment and services
- Custom-engineered solutions
- All stainless steel fabrication
- 110,000 sq. ft (10,000 m<sup>2</sup>) manufacturing facility
- Made in the U.S.A.



## Applications

### Municipal Wastewater

- Combined storm overflow
- Correctional facilities
- Headworks for wastewater treatment plants
- Membrane bioreactor (MBR) protection
- Package plants
- Pump and lift stations
- Sludge and septage screening

### Municipal Water

- Algae removal
- Desalination plant/RO protection
- Drainage canals
- Membrane protection
- Raw water intake
- Stormwater

### Industrial

- Agriculture
- Chemical processing
- Cooling water intake
- Food processing
- Manufacturing
- Membrane protection
- Mining
- Petroleum
- Pulp and paper
- Textiles


## Service

At Hydro-Dyne Engineering our factory-trained technicians take great pride in providing exceptional service to our customers around the world. From on-site screen sizing, equipment start-up, scheduled maintenance, service contracts, optional equipment, replacement parts and equipment remanufacturing, our experts support our customers throughout the life of their equipment.



To learn more visit: [www.hydro-dyne.com](http://www.hydro-dyne.com)  
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Coarse Screens | Fine Screens | Screenings Handling | Grit Removal Equipment

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Ph (813) 818-0777 | Fax (813) 818-0770

Made in the USA 



July 30, 2021

To: Boulder City Hall  
401 California Ave  
Boulder, NV 80905

Re: Sole Source Letter – Boulder City, NV - Water Resource Recovery Facility (HDE Proposal # 13402)

Attn: Michael Noe – Water and Sewer Division

Dear Michael,

This letter is to confirm that the Great White Shark Center Flow screen on Hydro-Dyne's proposal # 13402 and all other equipment provided by Hydro-Dyne Engineering Inc. are proprietary designs. All of our equipment is designed and manufactured in our world class 110,000 square foot manufacturing facility in Clearwater, Florida. Therefore, our screens and equipment are a sole source product, manufactured, sold and distributed exclusively by the original equipment manufacturer, Hydro-Dyne Engineering Inc.

Once again, Hydro-Dyne Engineering appreciates being included in your project and we are happy to discuss any aspect of our proposal with you at your convenience.

Sincerely,

*J. Walsh*

John Walsh

Regional Sales Manager

Hydro-Dyne Engineering, Inc.

8750 118<sup>th</sup> Ave N.

Clearwater FL 33762

Tel: 813-818-0777

John.walsh@hydro-dyne.com

## **R7334 NDF Agmt.**

### **SUBJECT:**

For possible action: Resolution No. 7334, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1942 between the City of Boulder City and the Nevada Division of Forestry to grant right of entry and provide inmate labor to assist the Public Works Landscape Division

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
Item 10 Staff Report	Cover Memo
Resolution No. 7334	Cover Memo
Agreement Information Form	Cover Memo
Agreement No. 21-1942	Cover Memo



**BOULDER CITY  
CITY COUNCIL**

**MAYOR**  
KIERNAN MCMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



**MEETING LOCATION:**  
**CITY COUNCIL CHAMBER**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**MAILING ADDRESS:**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**WEBPAGE:**  
WWW.BCNV.ORG



**CITY MANAGER:**  
TAYLOUR TEDDER, CECD

**CITY ATTORNEY:**  
BRITTANY LEE WALKER, ESQ

**CITY CLERK:**  
TAMI MCKAY, MMC, CPO

**ADMINISTRATIVE SERVICES DIRECTOR:**  
BRYCE BOLDT

**COMMUNITY DEVELOPMENT DIRECTOR:**  
MICHAEL MAYS, AICP

**PUBLIC WORKS DIRECTOR:**  
KEEGAN LITTRELL, P.E.

**ACTING UTILITIES DIRECTOR:**  
KEEGAN LITTRELL, P.E.

**POLICE CHIEF:**  
TIM SHEA

**FIRE CHIEF:**  
WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 10 Staff Report

**TO:** Taylour Tedder, City Manager

**FROM:** Keegan Littrell, P.E., Public Works Director

**DATE:** September 14, 2021

**SUBJECT:** For possible action: Resolution No. 7334, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 21-1942 between the City of Boulder City and the Nevada Division of Forestry to grant right of entry and provide inmate labor to assist the Public Works Landscape Division

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** That the City Council approve Resolution No. 7334, approving Agreement No. 21-1942 between the City of Boulder City and the Nevada Division of Forestry to grant right of entry and provide inmate labor to assist the Public Works Landscape Division.

## **Overview:**

- Approving a new agreement between Boulder City and the Nevada Division of Forestry will provide needed assistance to the Public Works Landscape Division at a reasonable cost.
- Funding source for this project will come from the Landscape Division's operating budget.
- Maintenance agreement includes a daily rate of \$761.25 per crew per day.
- Term of this agreement expires June 30, 2022, unless terminated prior to this date by one of the parties.

**Background Information:** For many years, the Boulder City Public Works Department has contracted the Nevada Division of Forestry under their Conservation Camp Program with positive results. The Conservation Camp program sends inmates from a minimum-security

facility to provide needed assistance to Public Works Landscape crews with general clean-up and landscape maintenance. Funding for the program is budgeted in the Landscape Division operating budget, cemetery operating budget, and Flood Control Annual Maintenance Work Program. Airport, Water & Sewer, and Electric Division utilized the maintenance crews as needed and each division budgets according to their needs. The attached agreement reflects a daily rate of \$761.25. Public Works feels that this is an economical means to obtain much-needed labor assistance for the Landscape Division.

Boulder City Strategic Plan Goal: Goal B, invest in infrastructure and prioritize CIP projects while maximizing available funds. The Public Works Department ensures compliance with this goal by utilizing the Nevada Division of Forestry Conservation Camp program for Landscape Division support.

Department Recommendation: The Public Works Department respectfully requests that the City Council approve Resolution No. 7334, approving Agreement No. 21-1942 between the City of Boulder City and the Nevada Division of Forestry to grant right of entry and provide inmate labor to assist the Public Works Landscape Division.

Attachment:

Resolution No. 7334

Agreement Information Form

Agreement No. 21-1942

**RESOLUTION NO. 7334**

**RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING AGREEMENT NO. 21-1942 BETWEEN THE CITY OF BOULDER CITY AND THE NEVADA DIVISION OF FORESTRY TO GRANT RIGHT OF ENTRY AND PROVIDE INMATE LABOR TO ASSIST THE PUBLIC WORKS LANDSCAPE DIVISION**

**WHEREAS**, the City of Boulder City utilizes the Nevada Division of Forestry's Conservation Camp Program throughout the year for general clean-up and landscape maintenance; and

**WHEREAS**, Agreement No. 21-1942 establishes the working relationship between the City and the Nevada Division of Forestry for the Conservation Camp Program at a daily rate of \$761.25; and

**WHEREAS**, funding source for this agreement will come from the Landscape Division's operating budget; and

**WHEREAS**, the term of this agreement expires June 30, 2022, unless terminated prior to this date by one of the parties.

**NOW, THEREFORE, BE IT RESOLVED** that City Council approves Agreement No. 21-1942 between the City of Boulder City and the Nevada Division of Forestry to grant right of entry and provide inmate labor to assist the Public Works Landscape Division.

**DATED and APPROVED** this 14<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Kiernan McManus, Mayor

**ATTEST:**

\_\_\_\_\_  
Tami McKay, City Clerk



# Agreement Information Form

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Council Date: September 14, 2021

Resolution/Ordinance #: 7334

Agreement/Amendment No.: 21-1942

Type of Agreement: Other

Description: Agreement between the City and the Nevada Division of Forestry to grant right of entry and provide inmate labor to assist the Public Works Landscape Division

Effective Date:

Insurance: Please select When:

Options: Please select

Notes:

Payment Due:

Term Date: June 30, 2022

Department: Public Works

City of BC Contact: Sergio Solis-Sauri, Landscape Division Supervisor

Project No.

Contact Info: Nevada Division of Forestry  
2478 Fairview Drive  
Carson City, NV 89701  
775-684-2500

Notes/Comments:

Nevada Division of Forestry

GRANT OF RIGHT OF ENTRY  
TO  
REAL PROPERTY  
AND  
FORESTRY WORK PROJECT AGREEMENT FOR COOPERATORS

Project # \_\_\_\_\_

This Grant of Right of Entry to Real Property and Forestry Work Project Agreement for Cooperators ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the State of Nevada, Department of Conservation and Natural Resources, Division of Forestry ("NDF") and \_\_\_\_\_ hereinafter referred to as Cooperator.

**RECITALS:**

WHEREAS the NDF, desires to perform conservation work on the private property ("Property") listed in Attachment 1; and:

WHEREAS Cooperator acknowledges the benefit to the Property based on the proposed work plan; and

WHEREAS this described work will be performed by NDF personnel and/or conservation camp crews (NDOC inmates) under supervision and responsibility of NDF personnel and in accordance with the forestry work project agreement developed for this geographic area, community and/or real property, and:

WHEREAS the NDF requires permission of the Cooperator to enter the Property to perform such work:

NOW THEREFORE Cooperator hereby grants permission for NDF personnel and/or conservation camp crews to enter the Property in consideration for NDF's promise to perform the work described in the attached Project Plan and Agreement (the "Work"), Cooperator, and NDF agree to the following terms and conditions:

**TERMS OF GRANT OF RIGHT OF ENTRY:**

1. Cooperator agrees that his/her signature herein signifies consent and agreement to enter the Property to perform work under the Project Work Plan and Agreement (Attachments 1 & 2) for the Property subject to the terms of this Agreement.
2. This Agreement is personal to NDF and NDF may not assign this Agreement in whole or in part except upon approval of the Cooperator.
3. NDF personnel and/or conservation camp crews will perform the Work in a timely and efficient

manner according to the Project Work Plan and will leave the Property in an orderly condition upon completion of the project work.

4. The Work will be performed at a time agreed upon, in writing, between NDF and Cooperator.
5. Permission to access the Property by NDF personnel and/or conservation camp crews will at all times reside with the Cooperator, which may be revoked at any time.
6. This Agreement is intended to be a binding agreement between the parties. This Agreement does not obligate the Cooperator to pay any costs associated with the Work performed by NDF unless specified under the terms of the Financial Estimate (Attachment 2).
7. The Cooperator shall notify NDF of all known conditions on the Property that may present a hazard to NDF personnel and/or equipment and NDOC work crew inmates. NDF has examined the Property and acknowledges and accepts its condition as-is and where-is.
8. Each Party shall defend, indemnify and hold harmless the other Party, its Affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns (collectively, "Representatives") from and against any losses, damages and liabilities, including reasonable legal fees (collectively, "Losses") arising from (a) any claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party (collectively, "Claims") alleging injury or death of persons, or damage to or loss of property, to the extent caused by or arising from the negligent acts or omissions or acts of willful misconduct of the indemnifying Party, including Nevada Department of Corrections' ("NDOC") work crew inmates and other personnel, or otherwise arising out of or in any way related to the use or occupancy of the Property or any part thereof; or (b) any failure by the indemnifying Party or its Representatives to comply with applicable laws. The indemnity obligations herein shall survive the expiration or earlier termination of this Agreement.

#### **TERMS OF FINANCIAL AGREEMENT:**

Cooperator agrees to pay NDF for labor and equipment furnished for work on the project as described in Attachment 1, Project Plan and Agreement; Attachment 2, the Financial Estimate of Labor and Equipment Costs, if any, is the agreed upon cost for the project work that will be charged to Cooperator. Attachments 1 & 2 are incorporated herein as though set forth in full. NDF will bill Cooperator on a monthly basis for actual costs accrued based upon the rates in Attachment 2. Payment is due within thirty (30) days of Cooperator's receipt of the billing statement. Accounts sixty (60) days in arrears will be assessed interest at a rate of 1.5% per month until the account is paid in full. If suit is initiated by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee plus costs of suit.

#### **TERM:**

This Agreement shall terminate upon the completion of the Work described herein or by \_\_\_\_\_, \_\_\_\_\_ whichever is earlier. The date of this Agreement may be extended by NDF due to lack of manpower as a result of the NDOC's actions in supplying the conservation camps with suitable inmates, or due to other priorities or emergencies as determined by NDF. Notwithstanding the foregoing, either party may terminate this Agreement upon five (5) days written notice to the other party.

NDF, by and through this Agreement, neither expressly nor impliedly warranties or guarantees the Work as to workmanship or conformity with plans, specifications, or other information not made available to NDF nor expressly made a part of this Agreement. NDF agrees to use its best efforts to complete this Work agreement in a timely manner. Cooperator expressly agrees that no cause of action shall accrue for failure of NDF to complete the job.



NDOC, as custodian of offenders under Nevada law, retains the right to impose conditions on the interactions of cooperator and inmates, which conditions are set forth in Attachment 3. Further, NDOC retains the right to review the Work to identify potential security concerns, and may modify or otherwise attach additional conditions to this Agreement in accordance with NDOC regulations and policies, subject to the agreement of the Cooperator. Inmate labor is the ultimate responsibility of NDOC; therefore, the offenders are not employees of Cooperator or NDF. Notwithstanding, NDF provides workman's compensation insurance for each inmate working under the terms of this Agreement and is fully responsible and shall indemnify, defend, and hold harmless Cooperator for inmate labor and all other personnel's actions, activities, and injuries while on the Property pursuant to this Agreement. These obligations shall survive the expiration or earlier termination of this agreement.

This Agreement represents the entire Agreement between the parties and may not be amended except in writing and signed by both parties. Security conditions, if any, by the Department of Corrections may be conveyed orally to the parties at any time Work is anticipated to commence at the Property. Cooperator's signature acknowledges he/she waives any right to seek damages against NDF on the basis of any claim, loss, or liability he or she may assert based on conservation work performed by NDF conservation crews under the terms and conditions of this Agreement, project plan and financial estimate. Cooperator agrees to a binding release under the terms set forth above. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

**NEVADA DIVISION OF FORESTRY**

**COOPERATOR**

\_\_\_\_\_  
NDF Representative and/ or

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Camp Supervisor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Area Supervisor

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail address

**Cooperator acknowledges receipt of a copy of this Agreement.**

\_\_\_\_\_  
**(initials)**

Approved as to form: Aaron D. Ford, Attorney General

By: Craig Burkett, Deputy Attorney General

# NEVADA DIVISION OF FORESTRY PROJECT PLAN AND AGREEMENT

Program:

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Date

# ATTACHMENT 2

## FINANCIAL ESTIMATE

### SUPERVISION and LABOR

Crew Supervisor or Other Personnel	Qty.	Cost/Day or Cost/Hour	Estimated Days or Hours	TOTAL
				\$
				\$
				\$
				\$

Estimated Standard Rate for Supervision and Labor Subtotal: \$ \_\_\_\_\_

### EQUIPMENT

Type	Cost per Day, Mile, or Hour	Estimated Days, Miles, or Hours	TOTAL
			\$
			\$
			\$
			\$

Estimated Standard Rate for Equipment Subtotal: \$ \_\_\_\_\_

### MISCELLANEOUS ITEMS

Description	Cost per Day, Hour, or Mile	Estimated Days, Hours, or Miles	TOTAL
			\$
			\$
			\$
			\$

Estimated Standard Rate for Miscellaneous Items Subtotal: \$ \_\_\_\_\_

AS PER TERM AGREEMENT: Funded with grant money through NDF ☐ And/ Or funded by Cooperator ☐

ESTIMATED COST: Standard Rate (Full Rate)..... \$ \_\_\_\_\_

Discount/ Match..... \$ \_\_\_\_\_

Non-Standard Rate..... \$ \_\_\_\_\_

\_\_\_\_\_  
Cooperator's Signature & Date

\_\_\_\_\_  
NDF Representative Signature & Date

### **ATTACHMENT 3**

## **CONDITIONS REGARDING INTERACTIONS BETWEEN COOPERATOR AND WORK CREW INMATES**

1. Cooperator agrees to direct any questions to the NDF Crew Supervisor and to limit communications with inmates.
2. Cooperator shall not give anything to any inmate, including, but not limited to food, beverages, or any material items such as money, tips or gifts, either directly or indirectly made. NDF Crew Supervisors report any incidents involving cooperators giving inmates food, drinks, money or gifts, to camp managers.
3. Cooperator shall not provide any personal information to any inmate, and shall not exchange letters, pictures, or telephone calls with inmates.
4. Cooperator shall have no physical contact with any inmate including, but not limited to: committing or engaging in any sexual conduct or act with any inmate, hugging, kissing, or handshakes.
5. Cooperator shall not provide legal assistance or advice to any inmate.
6. Cooperator shall not barter, trade, lend, or otherwise engage in any personal transaction with any inmate.
7. Cooperator shall not engage in any sort of financial transactions with inmates, including, but not limited to: establishing business relationships, forming partnerships, or loaning money or funds to inmates.
8. Cooperator shall not aid and abet any inmate that is attempting to or has escaped the custody of NDOC or NDF.

## Non-Standard Rate Justification Form

### Project Type

- ☐ Conservation  
☐ Community Service  
☐ Emergency  
☐ Other

Required details:

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### Reduced Rate Type

- ☐ WFPP/ Hazardous Fuels 30% Discount off of Standard Rate  
☐ Resource Grant Match (Percentage or Amount off of Standard Rate)  
☐ Daily Rate or Daily Acre Rate (Negotiated, Reduced, Set amount per project workday or set amount per acre.)  
☐ Total Rate (Negotiated, Reduced, Set amount for completion of the project)  
☐ No Rate, Non-Reimbursable, Free Resource work, Community Service

Required detailed justification:

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When determining the appropriateness of Non-Standard Rate justification, details and explanations are required on this document. Signature approval from a Camp Area Supervisor or Camp Program Manager or designee is required below.

\_\_\_\_\_  
 Camp Area Supervisor/Program Manager/  
 or Regional RMO / Regional FMO

\_\_\_\_\_  
 Date

**Explanation of Rates:** Standard or Full Rates are based on the Nevada Division of Forestry's set fiscal year rates for worked performed from July 1st to June 30th. Be advised under the Standard Rate agreement, work performed after July 1st, will adjust to the new fiscal year rates. These rates can increase or decrease based on various factors after July 1st. Non-Standard Rates can be, but are not always defined as Reduced Rate or a Non-Reimbursable (No Rate). A Reduced Rate is where a qualifying discount or match component is allowed due to the work being performed is Hazardous Fuels removal in a WFPP participating county. A Reduced Rate may also occur if an agreement between NDF and a Federal, State, County, or local government agency, commission, or board to a negotiated set rate due to project funding and budget planning, this is categorized as a Daily Rate which is negotiated, reduced, and set per crew workday. The NDF Representative must follow guidelines for the negotiated Reduced Rate, which in most cases is projected to as close to Standard Rates as possible and has been determined that the project work is beneficial to the State of Nevada.

## **Presentation by NV State Treasurer**

### **SUBJECT:**

Presentation offered by Nevada State Treasurer's Office regarding federal funding from the Coronavirus State and Local Fiscal Recovery Fund

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
 Item 11 Staff Report	Cover Memo
 PowerPoint	Cover Memo



BOULDER CITY  
CITY COUNCIL

MAYOR  
KIERNAN McMANUS

COUNCIL MEMBERS:  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



MEETING LOCATION:  
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CITY MANAGER:  
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WILL GRAY, CFO

FINANCE DIRECTOR:  
DIANE PELLETIER, CPA

PARKS & RECREATION DIRECTOR  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 11

## Staff Report

TO: Mayor and City Council

FROM: Tami McKay, City Clerk

DATE: September 1, 2021

SUBJECT: Presentation offered by the Nevada State Treasurer's Office regarding federal funding from the Coronavirus State and Local Fiscal Recovery Fund

Business Impact Statement: This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: The City Clerk respectfully requests the City Council receive the presentation offered by the Nevada State Treasurer's Office.

### Overview:

- HR 1319 American Rescue Plan Act (ARP) was signed by President Biden on March 11, 2021.
- The Package includes nearly \$2T in aid across hundreds of separate programs.
- The Nevada State Treasurer's Office will discuss the funding Plan

### Background Information:

HR 1319 American Rescue Plan Act (ARP) was signed by President Biden on March 11, 2021. The Package included nearly \$2T in aid across hundreds of separate programs.

Nevada has an unprecedented opportunity to create the Nevada Recovery Framework to ensure Federal Funds from the ARP will be invested in the most collaborative, transparent, and effective process possible.

Action Requested: The City Clerk respectfully requests the City Council receive the presentation offered by the Nevada State Treasurer's Office.

Attachments:  
PowerPoint





# AMERICAN RESCUE PLAN ACT

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CITY COUNCIL: BOULDER CITY  
SEPTEMBER 14, 2021

ZACH CONINE  
NEVADA STATE TREASURER



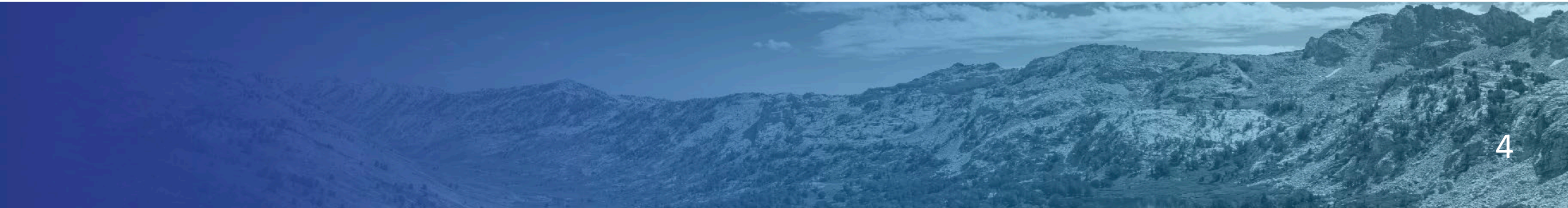
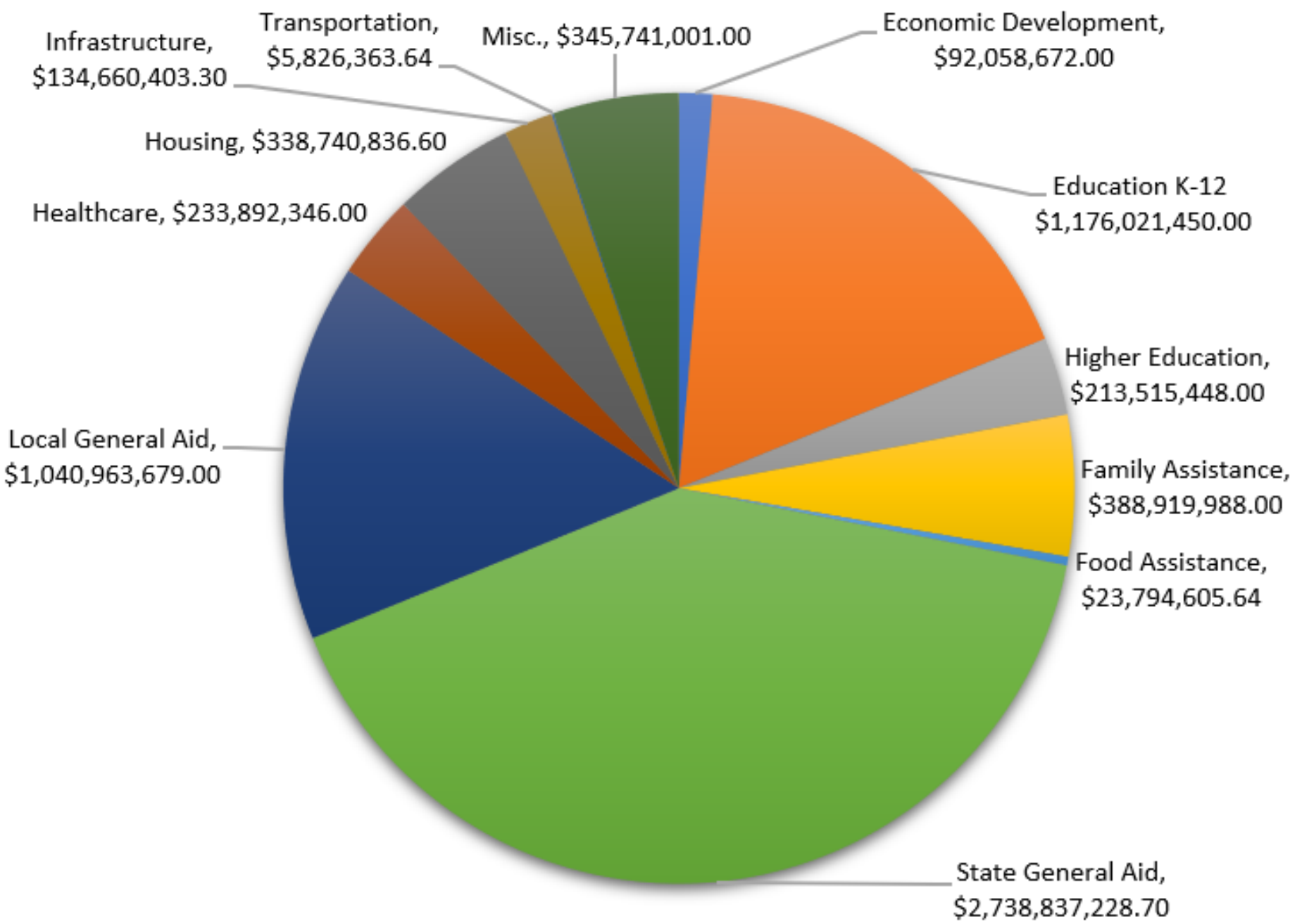
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We have an unprecedented opportunity to create the Nevada we deserve. The Every Nevadan Recovery Framework will ensure that Federal Funds from the American Rescue Plan will be invested in the most collaborative, transparent, and effective process possible.

- H.R. 1319: American Rescue Plan Act (“ARP”) signed by President Biden on March 11, 2021. Package includes nearly \$2T in aid across hundreds of separate programs.
- As of 8/31: known funding for 69 programs out of 105.



# NEVADA'S SHARE – KNOWN FUNDING



## TYPES OF AID

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- **Non-discretionary aid:** Funding to existing or new programs for which recipient has no/limited discretion in how funds can be spent. Examples include:
  - ⊙ WIC Cash Voucher increase
  - ⊙ UI Extension implementation
- **Quasi-discretionary aid:** Funding to existing or new programs for which recipient has some discretion in how funds can be spent. Examples include:
  - ⊙ Rental Assistance
  - ⊙ Grants in Aid to Airports
- **Discretionary aid:** Funding to existing or new programs for which recipient has discretion in how funds can be spent. Examples include:
  - ⊙ State and Local Aid
  - ⊙ Capital Projects



## Every Nevadan Recovery Framework

- **4 bands of prioritization**
  - ◎ Nevadans' Basic Needs
  - ◎ Community
  - ◎ Economy
  - ◎ Quality of Life

- **7 priorities for strategic enhancement**
  - ⦿ Increasing Access to Healthcare and Community-based Services
  - ⦿ Strengthening Public Education
  - ⦿ Supporting Disadvantaged Communities
  - ⦿ Strengthening Nevada's Workforce, Supporting Small Businesses and Revitalizing the Economy
  - ⦿ Investing in Infrastructure
  - ⦿ Modernizing and Enhancing State Government Services
  - ⦿ Addressing Budget Shortfalls

- Step 1:
  - ◎ Statewide listening tour to collect stakeholder input and community feedback on the effects of the pandemic and what programs and services would best aid in recovery.
- Step 2:
  - ◎ Listening tour input is collected and summarized into comprehensive Roadmap.
- Step 3:
  - ◎ After finalizing Roadmap, State will move to designing and creating new programs and services that will be funded through ARP.



- Informs spending priorities by hearing from those who have been hit hardest by the pandemic.
- Allows local governments and State to coordinate so as to not duplicate efforts and instead ensures that each dollar spent is maximized.
- Provides opportunity to capture ideas and issues that may be ineligible under guidance, but eligible for funding through other programs.

## THINGS TO REMEMBER

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- We need your input. Tell us what you and your community need and how you would fix it:
  - ⦿ Website: <https://nevadarecovers.com/>
  - ⦿ [Public and Community Feedback Form](#)
  - ⦿ [Español](#)
- Don't self-censor – the rules and restrictions are overwhelming and ever-changing. Tell us what you need.
- Share the message with your friends, family, and neighbors.
- Ask questions – we are here to help.

- Additional Resources:
  - ◎ [United States Treasury – Program Overview and Guidance](#)
  - ◎ [United States Treasury – Compliance / Reporting](#)
- Contact:
  - ◎ Zach Conine, Nevada State Treasurer:  
[StateTreasurer@nevadatreasurer.gov](mailto:StateTreasurer@nevadatreasurer.gov)



# QUESTIONS?

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## **Presentation about Dark Sky Designation**

### **SUBJECT:**

For possible action: Matters related to night sky friendly lighting and outdoor lighting standards (as requested by Council member Adams):

- A. Receive presentation from Ashley Pipkin, Biologist for Night Skies Division, National Park Service, regarding benefits of Natural Night Skies for communities
- B. City Council discussion and direction on outdoor lighting standards

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
❑ Item 12 Staff Report	Cover Memo
❑ Attachment 1 Senate Bill No. 52	Backup Material
❑ Attachment 2 Model Night Skies Ordinance	Backup Material
❑ Attachment 3 Presentation	Backup Material



**BOULDER CITY  
CITY COUNCIL**

**MAYOR**  
KIERNAN McMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



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**CITY MANAGER:**  
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**ACTING UTILITIES DIRECTOR:**  
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WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 12 Staff Report

**TO:** Taylour Tedder, City Manager

**FROM:** Michael Mays, Community Development Director

**DATE:** September 14, 2021

**SUBJECT:** For Possible Action: Matters related to night sky friendly lighting and outdoor lighting standards (as requested by Councilmember Adams):

A. Receive presentation from Ashley Pipkin, Biologist for Night Skies Division, National Park Service, regarding benefits of Natural Night Skies for communities

B. City Council discussion and direction on outdoor lighting standards

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** That the City Council hear the presentation by Ms. Pipkin with the National Park Service and discuss potential outdoor standards for Boulder City.

## **Overview:**

- Communities across the country have adopted ordinances which limit light pollution and are referred to as dark sky regulations
- Councilmember Adams has requested council discussion on this subject
- Ashley Pipkin with the National Park Service will provide a presentation on dark sky regulations

**Background Information:** Communities across the country have adopted ordinances which limit light pollution and are referred to as dark sky regulations. Their purpose is to limit light pollution, reduce energy consumption and improve nighttime environment for stargazing.

Councilmember Adams has requested City Council discussion on this subject and has invited Ashley Pipkin, a biologist with the Night Skies Division of the National Park Service, to give a presentation to the City Council on this subject.

Following the presentation, Councilmember Adams would like to explore with the City Council potential interest in looking at a possible local ordinance for Boulder City. To help with the discussion, Councilmember Adams has provided two documents for the City Council to review:

- **Senate Bill No. 52:** Passed by the Nevada Legislature in 2021, this bill directs the Nevada Division of Outdoor Recreation in the Department of Conservation and Natural Resources to establish a program that encourages dark sky designations in Nevada.
- **IDA Model Ordinance:** The International Dark Sky Association (IDA) has prepared a model lighting ordinance that regulates outdoor lighting location and intensity.

From Councilmember Adams: As technology changes, so too should the city's approach to its services. It is time that Boulder City reviews its lighting practices as we transition from high pressure sodium light bulbs to more energy efficient LED bulbs. Unfortunately, as many in our community have noted, the new lights currently being installed are incredibly bright, ironically reducing visibility at night. This negatively impacts not just public health and safety, but also the greater ecosystem with which we share. It is incumbent upon us as a city to develop a lighting ordinance that can mitigate these negative impacts. If done correctly, we can improve evening visibility of both our streets and night skies, generate tourism to benefit our businesses, and enhance our city's historic character.

Department Recommendation: The Community Development Department respectfully request that the City Council hear the presentation by Ashley Pipkin and discuss potential outdoor lighting standards for staff to research and bring back to the City Council for further discussion.

Attachments:

1. Nevada Senate Bill No. 52
2. International Dark Sky Association Model Light Ordinance
3. PowerPoint presentation by Ashley Pipkin

Senate Bill No. 52–Committee on Natural Resources

CHAPTER.....

AN ACT relating to outdoor recreation; requiring the Administrator of the Division of Outdoor Recreation in the State Department of Conservation and Natural Resources to establish a program for awarding a dark sky designation to certain sites in this State; and providing other matters properly relating thereto.

**Legislative Counsel’s Digest:**

Existing law creates the Division of Outdoor Recreation in the State Department of Conservation and Natural Resources, which is headed by an Administrator. (NRS 232.1363, 407A.540, 407A.545) Under existing law, the Administrator is required to perform various duties relating to the promotion, coordination and advocacy of outdoor recreation in Nevada. (NRS 407A.570) This bill requires the Administrator to establish by regulation a program for awarding a dark sky designation to sites in Nevada, including communities, parks, reserves and byways. This bill requires the regulations to include: (1) categories for which a site may be awarded such a designation; (2) standards for awarding such a designation; and (3) procedures for applying for a such designation, for reviewing and suspending or revoking such a designation and for appealing such a suspension or revocation.

EXPLANATION – Matter in ***bolded italics*** is new; matter between brackets ~~omitted material~~ is material to be omitted.

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WHEREAS, The International Dark-Sky Association estimates that approximately 30 to 60 percent of outdoor lighting in the United States, including lighting for architecture, parking, landscaping, advertising and streets, is wasted primarily because of unshielded outdoor lights; and

WHEREAS, The light that results from excessive or unnecessary outdoor lighting creates an artificial brightening of the night sky, which is known as light pollution; and

WHEREAS, In addition to obliterating views of the stars, light pollution, which requires a significant amount of natural resources to produce, may disrupt the normal biological rhythms of humans and wildlife; and

WHEREAS, From an economic perspective, property owners and municipalities can reduce their power costs and consumption by discontinuing the use of unshielded light fixtures; and

WHEREAS, The International Dark-Sky Association founded a program in 2001 that designates “International Dark Sky Places” as areas that possess varying degrees of exceptional or distinguished quality of starry nights and a nocturnal environment that is





specifically protected for its scientific, natural and educational value, as well as for public enjoyment; and

WHEREAS, The International Dark Sky Places Program offers different types of designations, including, designations for communities, parks, reserves, sanctuaries and urban night sky places; and

WHEREAS, As of 2019, there are two International Dark Sky Places in Nevada: Great Basin National Park and the Massacre Rim Wilderness Study Area; and

WHEREAS, Establishing a state-level program for designating dark sky places in Nevada will complement the International Dark Sky Places Program and serve to specifically promote, preserve, protect and enhance Nevada's dark sky resources for their intrinsic value and their ecological, astronomical, cultural and economic importance; and

WHEREAS, The program will also raise awareness among Nevadans about light pollution and encourage them to transition from unshielded to shielded outdoor lighting to preserve and enhance dark skies throughout this State; and

WHEREAS, Designation of dark sky places in Nevada under the program will also attract tourists and other visitors to rural communities near Nevada's dark sky assets, thereby generating increased economic activity for surrounding communities and their small businesses; now, therefore,

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN  
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

**Section 1.** NRS 407A.570 is hereby amended to read as follows:

407A.570 1. As the executive head of the Division, the Administrator, subject to administrative supervision by the Director, shall direct and supervise all administrative, fiscal, budget and technical activities of the Division and all programs administered by the Division as provided by law.

2. The Administrator may organize the Division into various sections and, from time to time, alter such organization and reassign responsibilities and duties as the Administrator may deem appropriate.

3. The Administrator shall:

(a) Coordinate all activities relating to marketing and business development for outdoor recreation, including, without limitation, marketing, advertising and securing media opportunities that reflect the opportunities for outdoor recreation in this State.



(b) Coordinate with the Department of Tourism and Cultural Affairs and the Office of Economic Development concerning the promotion and growth of any businesses and opportunities related to outdoor recreation.

(c) Promote economic development by working with the Office of Economic Development to attract outdoor recreation industries to this State and develop the growth of new business opportunities within this State.

(d) Coordinate with the Department, the Department of Wildlife and any other organization, association, group or other entity concerned with matters of conservation and natural resources regarding conservation and the implementation or interpretation of policies regarding natural resources.

(e) Promote the growth of the outdoor recreation economy in this State so that there is support for economic growth as well as stewardship and conservation of any natural resource in this State.

(f) Advocate for and coordinate outdoor recreation policy, management and promotion among state and federal agencies and local government entities in this State.

(g) Recommend policies and initiatives to the Director to enhance outdoor recreational amenities and experiences in this State and help implement such policies and initiatives.

(h) Create and maintain a statewide list of lands to be conserved, enhanced and publicized for outdoor recreation.

(i) Develop data regarding the impacts of outdoor recreation in this State.

(j) Advocate on behalf of the State for federal funding, including, without limitation, any funding opportunities that are available pursuant to the Land and Water Conservation Fund established by 54 U.S.C. § 200302.

(k) Promote the health and social benefits of outdoor recreation.

(l) Promote the engagement of communities that are diverse in outdoor recreation.

*(m) Establish by regulation a program for awarding a designation to sites in this State where the darkness of the night sky is relatively free of interference from artificial light. Such regulations must include, without limitation:*

*(1) The categories for which a site may be awarded a designation, including, without limitation, a community, park, reserve or byway;*

*(2) The standards for awarding a designation for each category established pursuant to subparagraph (1); and*

*(3) The procedures for:*



- (I) Applying for a designation;*
- (II) The review and reassessment of sites that have been awarded a designation;*
- (III) The suspension and revocation of a designation; and*
- (IV) Appealing the denial, suspension or revocation of a designation.*

**Sec. 2.** 1. This section becomes effective upon passage and approval.

2. Section 1 of this act becomes effective:

- (a) Upon passage and approval for the purpose of adopting regulations and performing any other preparatory administrative tasks that are necessary to carry out the provisions of this act; and
- (b) On October 1, 2021, for all other purposes.

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**Illuminating**  
ENGINEERING SOCIETY



**JOINT IDA - IES**

**MODEL  
LIGHTING  
ORDINANCE  
(MLO)**

**with USER'S GUIDE**

**June 15, 2011**

## The User Notes

The User Notes are intended to clarify the sections of the MLO for the various audiences who will use it: lighting designers, city officials, engineers, citizen groups, and others. Every effort has been made to keep the language technically accurate and clear, but since different disciplines may use the same term in different ways, or have different interpretations, some guidance may be helpful. While these Notes can not be a full tutorial on modern lighting design, it is hoped that the Notes will help facilitate the dialogue necessary to adopt the MLO.

## Background

The problems of light pollution first became an issue in the 1970s when astronomers identified the degradation of the night sky due to the increase in lighting associated with development and growth. As more impacts to the environment by lighting have been identified, an international “dark sky” movement is advocating for the precautionary approach to outdoor lighting design.

Many communities have passed anti-light-pollution laws and ordinances. However, there is little or no agreement among these laws, and they vary considerably in language, technical quality, and stringency. This is confusing for designers, engineers, and code officials. The lack of a common basis prevents the development of standards, educational programs, and other means of achieving the goal of effective lighting control.

This MLO will allow communities to drastically reduce light pollution and glare and lower excessive light levels. The recommended practices of the IES can be met using readily available, reasonably priced lighting equipment. However, many conventional lighting practices will no longer be permitted, or will require special permits.

This Model Lighting Ordinance (MLO) is the result of extensive efforts by the International Dark Sky Association (IDA) and the Illuminating

Engineering Society of North America (IES). Among its features is the use of lighting zones (LZ0-4) which allow each governing body to vary the stringency of lighting restrictions according to the sensitivity of the area as well as accommodating community intent. In this way, communities can fine-tune the impact of the MLO without having to customize the MLO. The MLO also incorporates the Backlight-Uplight-Glare (BUG) rating system for luminaires, which provides more effective control of unwanted light.

Joint IDA-IESNA  
Model Outdoor Lighting  
Ordinance (MLO)

June 15, 2011

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## General Notes in Adopting this Model Ordinance

Adoption of this ordinance should follow the established development, review, and approval processes of the adopting authority. If no such processes are in place, this ordinance may be adopted as a new independent section of the Municipal Code.

The MLO is probably best adopted as an “overlay zoning” ordinance. This means that it overlays, but is different from, land-use zoning. It can be added to or integrated into existing ordinances or codes and cross-referenced to other applicable codes and ordinances such as the electrical code, the sign code, planning ordinances, etc.

The MLO may best be managed by assigning it to planning officials and using existing administrative structures.

Because of the diverse community and lighting needs across large areas, this MLO is not intended for adoption as a state, provincial or national ordinance. Regional coordination is encouraged. Light pollution knows no boundaries, and the effects of polluting light persist as far as 200 kilometers (about 120 miles) from the source. One large city could adopt the MLO and dramatically affect a region, but adoption in suburbs and small towns must be part of a regional effort to achieve significant improvements in the overall quality of the night sky.

Adopting agencies should also consider that the MLO, like all other modern codes, is designed to evolve over time. Lighting technology will change, and MLO changes will be needed every few years. On-going renewal cycles are strongly recommended as any part of an adopting ordinance.

## MLO Development and Task Force Members

This Model Lighting Ordinance has been developed as a joint undertaking by the Illuminating Engineering Society and the International Dark-Sky Association.

The Joint Task Force responsible for developing the MLO include

IDA  
Co-Chair: Jim Benya  
Co-Chair: Nancy Clanton  
Leslie Lipstein  
Leo Smith  
Michael Mutmanský

IES  
Naomi Miller  
Cheryl English  
Denis Lavoie  
Eric Gibson

John Walter representing the electric utility industry also contributed as a member of the Joint Task Force.

## I. PREAMBLE - User's Guide

In general, the preamble is part of the ordinance but is typically not part of the code. It establishes the reasons why the municipality is undertaking these regulations.

Local governments may add other purposes to the Preamble including established local government environmental or energy goals that support the model lighting ordinance. The environmental impacts of outdoor lighting fall into two categories: carbon footprint (energy used in the life of a lighting product) and obtrusive light.

CARBON FOOTPRINT	OBTRUSIVE LIGHT
Cost & Impact of Mining the Materials Used	Impact on Humans
Energy Used in Production	Impact on the Environment
Energy Used during Product Life	
Disposal/Recycling Costs	

## II. LIGHTING ZONES - User's Guide

Lighting zones reflect the base (or ambient) light levels desired by a community. The use of lighting zones (LZ) was originally developed by the International Commission on Illumination (CIE) and appeared first in the US in IES Recommended Practice for Exterior Environmental Lighting, RP-33-99.

It is recommended that lower lighting zone(s) be given preference when establishing zoning criteria. Selection of lighting zone or zones should be based not on existing conditions but rather on the type of lighting environments the jurisdiction seeks to achieve. For instance, new development on previously rural or undeveloped land may be zoned as LZ-1. Using lighting zones allows a great deal of flexibility and customization without the burden of excessive regulation. For example, a jurisdiction may choose to establish vertical lighting zones with the lighting zone at street level at a higher zone than the residential housing on upper levels.

## I. PREAMBLE - Ordinance Text

The purpose of this Ordinance is to provide regulations for outdoor lighting that will:

- Permit the use of outdoor lighting that does not exceed the minimum levels specified in IES recommended practices for night-time safety, utility, security, productivity, enjoyment, and commerce.
- Minimize adverse offsite impacts of lighting such as light trespass, and obtrusive light.
- Curtail light pollution, reduce skyglow and improve the nighttime environment for astronomy.
- Help protect the natural environment from the adverse effects of night lighting from gas or electric sources.
- Conserve energy and resources to the greatest extent possible.

## II. LIGHTING ZONES - Ordinance Text

The Lighting Zone shall determine the limitations for lighting as specified in this ordinance. The Lighting Zones shall be as follows:

### LZ0: No ambient lighting

Areas where the natural environment will be seriously and adversely affected by lighting. Impacts include disturbing the biological cycles of flora and fauna and/or detracting from human enjoyment and appreciation of the natural environment. Human activity is subordinate in importance to nature. The vision of human residents and users is adapted to the darkness, and they expect to see little or no lighting. When not needed, lighting should be extinguished.



## II. LIGHTING ZONES (cont.) - User's Guide

However, if an adjacent use could be adversely impacted by allowable lighting, the adopting authority may require that a particular site meet the requirements for a lower lighting zone. For example, the authority could specify Lighting Zone 1 or 2 requirements if a commercial development were adjacent to a residence, hospital or open space, or to any land assigned to a lower zone.

Lighting zones are best implemented as an overlay to the established zoning especially in communities where a variety of zone districts exists within a defined area or along an arterial street. Where zone districts are cohesive, it may be possible to assign lighting zones to established land use zoning. It is recommended that the lighting zone includes churches, schools, parks, and other uses embedded within residential communities.

Zone	Recommended Uses or Areas	Zoning Considerations
<b>LZ-0</b>	Lighting Zone 0 should be applied to areas in which permanent lighting is not expected and when used, is limited in the amount of lighting and the period of operation. LZ-0 typically includes undeveloped areas of open space, wilderness parks and preserves, areas near astronomical observatories, or any other area where the protection of a dark environment is critical. Special review should be required for any permanent lighting in this zone. Some rural communities may choose to adopt LZ-0 for residential areas.	Recommended default zone for wilderness areas, parks and preserves, and undeveloped rural areas.  Includes protected wildlife areas and corridors.
<b>LZ-1</b>	Lighting Zone 1 pertains to areas that desire low ambient lighting levels. These typically include single and two family residential communities, rural town centers, business parks, and other commercial or industrial/storage areas typically with limited nighttime activity. May also include the developed areas in parks and other natural settings.	Recommended default zone for rural and low density residential areas. Includes residential single or two family; agricultural zone districts; rural residential zone districts; business parks; open space include preserves in developed areas.

## II. LIGHTING ZONES (cont.) - Ordinance Text

### LZ1: Low ambient lighting

Areas where lighting might adversely affect flora and fauna or disturb the character of the area. The vision of human residents and users is adapted to low light levels. Lighting may be used for safety and convenience but it is not necessarily uniform or continuous. After curfew, most lighting should be extinguished or reduced as activity levels decline.

### LZ2: Moderate ambient lighting

Areas of human activity where the vision of human residents and users is adapted to moderate light levels. Lighting may typically be used for safety and convenience but it is not necessarily uniform or continuous. After curfew, lighting may be extinguished or reduced as activity levels decline.

### LZ3: Moderately high ambient lighting

Areas of human activity where the vision of human residents and users is adapted to moderately high light levels. Lighting is generally desired for safety, security and/or convenience and it is often uniform and/or continuous. After curfew, lighting may be extinguished or reduced in most areas as activity levels decline.

### LZ4: High ambient lighting

Areas of human activity where the vision of human residents and users is adapted to high light levels. Lighting is generally considered necessary for safety, security and/or convenience and it is mostly uniform and/or continuous. After curfew, lighting may be extinguished or reduced in some areas as activity levels decline.

## II. LIGHTING ZONES (cont.) - User's Guide

Zone	Recommended Uses or Areas	Zoning Considerations
<b>LZ-2</b>	Lighting Zone 2 pertains to areas with moderate ambient lighting levels. These typically include multifamily residential uses, institutional residential uses, schools, churches, hospitals, hotels/motels, commercial and/or businesses areas with evening activities embedded in predominately residential areas, neighborhood serving recreational and playing fields and/or mixed use development with a predominance of residential uses. Can be used to accommodate a district of outdoor sales or industry in an area otherwise zoned LZ-1.	<p><b>Recommended default zone for light commercial business districts and high density or mixed use residential districts.</b></p> <p>Includes neighborhood business districts; churches, schools and neighborhood recreation facilities; and light industrial zoning with modest nighttime uses or lighting requirements.</p>
<b>LZ-3</b>	Lighting Zone 3 pertains to areas with moderately high lighting levels. These typically include commercial corridors, high intensity suburban commercial areas, town centers, mixed use areas, industrial uses and shipping and rail yards with high night time activity, high use recreational and playing fields, regional shopping malls, car dealerships, gas stations, and other nighttime active exterior retail areas.	<p><b>Recommended default zone for large cities' business district.</b></p> <p>Includes business zone districts; commercial mixed use; and heavy industrial and/or manufacturing zone districts.</p>
<b>LZ-4</b>	Lighting zone 4 pertains to areas of very high ambient lighting levels. LZ-4 should only be used for special cases and is not appropriate for most cities. LZ-4 may be used for extremely unusual installations such as high density entertainment districts, and heavy industrial uses.	<p><b>Not a default zone.</b></p> <p>Includes high intensity business or industrial zone districts.</p>

### III. GENERAL REQUIREMENTS - User's Guide

This Section sets out the requirements that apply to all lighting, both residential and non-residential.

Each adopting jurisdiction should incorporate their existing standards as to when compliance with new regulations is required, when repair or remodeling triggers compliance and if the new ordinance will be retroactive to existing development. The Applicability section of this model ordinance should serve as a guide if the adopting jurisdiction does not have standards or policies in place. Likewise, the adopting jurisdiction should use their existing policies and definitions of what constitutes public monuments, and temporary and/or emergency lighting. Community attitudes and precedents should be taken into account in deciding to regulate seasonal holiday lighting.

#### EXEMPTIONS - User's Guide

This is standard language intended to prevent conflict of laws and to give the community the ability to set specific lighting requirements in special plans and under use permits. It can be amended to conform to similar language in other ordinances. For example, while public monuments, statuary, and flags should be lighted, the lighting also should be limited to avoid excess.

Lighting for streets, roads, and highways is usually regulated by a street lighting ordinance, and is not covered by this model ordinance. However, since street lighting can affect nearby areas, some recognition of its effect is appropriate. (See Section XI)

#### SIGN LIGHTING - User's Guide

A sign lighting ordinance is strongly recommended if not already in place. It should carefully limit lighting to prevent over-lighted signs from being used to circumvent lighting ordinances.

### III. GENERAL REQUIREMENTS - Ordinance Text

#### A. *Conformance with All Applicable Codes*

All outdoor lighting shall be installed in conformance with the provisions of this Ordinance, applicable Electrical and Energy Codes, and applicable sections of the Building Code.

#### B. *Applicability*

Except as described below, all outdoor lighting installed after the date of effect of this Ordinance shall comply with these requirements. This includes, but is not limited to, new lighting, replacement lighting, or any other lighting whether attached to structures, poles, the earth, or any other location, including lighting installed by any third party.

**Exemptions from III.(B.)** The following are not regulated by this Ordinance

- a. Lighting within public right-of-way or easement for the principal purpose of illuminating streets or roads. No exemption shall apply to any lighting within the public right of way or easement when the purpose of the luminaire is to illuminate areas outside the public right of way or easement, unless regulated with a streetlighting ordinance.

**Note to adopting agency: if using the street lighting ordinance (Section XI), this exemption should read as follows:**

Lighting within the public right-of-way or easement for the principal purpose of illuminating roads and highways. No exemption shall apply to any street lighting and to any lighting within the public right of way or easement when the purpose of the luminaire is to illuminate areas outside of the public right of way or easement.

- b. Lighting for public monuments and statuary.
- c. Lighting solely for signs (lighting for signs is regulated by the Sign Ordinance).
- d. Repairs to existing luminaires not exceeding 25% of total installed luminaires.

**III. GENERAL REQUIREMENTS (cont.) - Ordinance Text**

- e. Temporary lighting for theatrical, television, performance areas and construction sites;
- f. Underwater lighting in swimming pools and other water features
- g. Temporary lighting and seasonal lighting provided that individual lamps are less than 10 watts and 70 lumens.
- h. Lighting that is only used under emergency conditions.
- i. In lighting zones 2, 3 and 4, low voltage landscape lighting controlled by an automatic device that is set to turn the lights off at one hour after the site is closed to the public or at a time established by the authority.

**Exceptions to III. (B.)** All lighting shall follow provisions in this ordinance; however, any special requirements for lighting listed in a) and b) below shall take precedence.

- a. Lighting specified or identified in a specific use permit.
- b. Lighting required by federal, state, territorial, commonwealth or provincial laws or regulations.

**C. Lighting Control Requirements****1. Automatic Switching Requirements**

Controls shall be provided that automatically extinguish all outdoor lighting when sufficient daylight is available using a control device or system such as a photoelectric switch, astronomic time switch or equivalent functions from a programmable lighting controller, building automation system or lighting energy management system, all with battery or similar backup power or device.

**LIGHTING CONTROLS - User's Guide**

This section requires all outdoor lighting to have lighting controls that prohibit operation when sufficient daylight is available, and to include the capability, either through circuiting, dimming or alternating sources, to be able to reduce lighting without necessarily turning all lighting off.

### CURFEW REQUIREMENTS - User's Guide

The intent is to reduce or eliminate lighting after a given time. Benefits include reduced environmental impact, longer hours of improved astronomy, energy savings, and improved sleeping conditions for residents. Additionally, some police departments have indicated that post-curfew light reductions make drive-by patrolling easier because it allows them to see further into and through a site.

The authority should determine the time of curfew and the amount of lighting reduction based on the character, norms and values of the community.

Typically, curfews go into effect one hour after the close of business. Restaurants, bars and major entertainment facilities such as sports stadiums, may require the curfew go into effect two hours after the close of business. The authority may elect to have no curfew for facilities with shift workers and 24 hour operations, or to extend the curfew time to meet specific needs. The MLO can be modified to address those concerns.

Areas without street lights or with very low ambient light levels should consider turning off all non-emergency lighting at curfew while commercial areas or urban areas may prefer a reduction in lighting levels. A reduction of at least 30% is recommended for most uses.

### III. GENERAL REQUIREMENTS (cont.) - Ordinance Text

**Exceptions to III.(C.) 1.** Automatic lighting controls are not required for the following:

- a. Lighting under canopies.
- b. Lighting for tunnels, parking garages, garage entrances, and similar conditions.

#### 2. Automatic Lighting Reduction Requirements

The Authority shall establish curfew time(s) after which total outdoor lighting lumens shall be reduced by at least 30% or extinguished.

**Exceptions to III.(C.) 2.** Lighting reductions are not required for any of the following:

- a. With the exception of landscape lighting, lighting for residential properties including multiple residential properties not having common areas.
- b. When the outdoor lighting consists of only one luminaire.
- c. Code required lighting for steps, stairs, walkways, and building entrances.
- d. When in the opinion of the Authority, lighting levels must be maintained.
- e. Motion activated lighting.
- f. Lighting governed by special use permit in which times of operation are specifically identified.
- g. Businesses that operate on a 24 hour basis.

#### IV. NON-RESIDENTIAL LIGHTING - User's Guide

This section addresses non-residential lighting and multiple-family residences having common spaces, such as lobbies, interior corridors or parking. Its intent is to:

- Limit the amount of light that can be used
- Minimize glare by controlling the amount of light that tends to create glare
- Minimize sky glow by controlling the amount of uplight
- Minimize the amount of off-site impacts or light trespass

This MLO provides two methods for determining compliance. The *prescriptive method* contains precise and easily verifiable requirements for luminaire light output and fixture design that limit glare, uplight, light trespass and the amount of light that can be used. The *performance method* allows greater flexibility and creativity in meeting the intent of the ordinance. Note that both the prescriptive and the performance method limit the *amount* of light that can be used, but do not control *how* the lighting is to be used.

Most outdoor lighting projects that do not involve a lighting professional will use the prescriptive method, because it is simple and does not require engineering expertise.

For the prescriptive method, the initial luminaire lumen allowances defined in Table A (Parking Space Method) or B (Hardscape Area Method) will provide basic lighting (parking lot and lighting at doors and/or sensitive security areas) that is consistent with the selected lighting zone. The prescriptive method is intended to provide a safe lighting environment while reducing sky glow and other adverse offsite impacts. The Per Parking Space Method is applicable in small rural towns and is a simple method for small retail “mom and pop” operations without drive lane access and where the parking lot is immediately adjacent to the road. A jurisdiction may

#### IV. NON-RESIDENTIAL LIGHTING - Ordinance Text

For all non-residential properties, and for multiple residential properties of seven domiciles or more and having common outdoor areas, all outdoor lighting shall comply either with Part A or Part B of this section.

**PRESCRIPTIVE METHOD - User's Guide**

also allow a prescriptive method for classes of sites, such as car dealerships, gas stations, or other common use areas.

Note that the values are for initial luminaire lumens, not footcandles on the target (parking lot, sidewalk, etc). Variables such as the efficiency of the luminaire, dispersion, and lamp wear can affect the actual amount of light so the lumens per square foot allowance is not equal to footcandles on the site. By specifying initial luminaire lumen values, it is easier for officials to verify that the requirement is being met. Initial luminaire lumens are available from photometric data. Each initial luminaire lumens calculation should be supplied on the submittal form.

Solid state luminaires, such as LEDs, do not have initial lamp lumens, only initial luminaire lumens (absolute photometry). Other luminaires tested with relative photometry will have initial luminaire lumens which can be calculated by multiplying initial lamp lumens by the luminaire efficiency. In this example, three types of luminaires are used to light a parking area and building entry in a light commercial area. Two of these three luminaires use metal halide lamps: 70 watt wall mounted area lights and 150 watt pole mounted area lights. For these, the Initial Luminaire Lumens is equal to the initial lamp lumens multiplied by the luminaire efficiency. These values are entered into the compliance chart. The lumen value for the building mounted LED luminaires is equal to the lumens exiting the luminaire. Therefore, the value already represents the Initial Luminaire Lumens and no luminaire efficiency is needed. The total Luminaire Lumens for the site is equal to 247,840.

The allowable lumens are based on the lighting zone and the total hardscape area. Referencing Table B, the allowed lumens are 2.5/SF for LZ2. Multiplying this by the total hardscape square footage gives a value of 250,000 lumens allowed. Because this value is greater than the value calculated for the site, the project complies. Listed below is an example on a typical compliance worksheet for the Prescriptive Method.

**IV. NON-RESIDENTIAL LIGHTING (cont.) - Ordinance Text*****A. Prescriptive Method***

An outdoor lighting installation complies with this section if it meets the requirements of subsections 1 and 2, below.

**1. Total Site Lumen Limit**

The total installed initial luminaire lumens of all outdoor lighting shall not exceed the total site lumen limit. The total site lumen limit shall be determined using either the Parking Space Method (Table A) or the Hardscape Area Method (Table B). Only one method shall be used per permit application, and for sites with existing lighting, existing lighting shall be included in the calculation of total installed lumens.

The total installed initial luminaire lumens is calculated as the sum of the initial luminaire lumens for all luminaires.



**IV. NON-RESIDENTIAL LIGHTING (cont.) - User's Guide**

In this example, three types of luminaires are used to light a parking area and building entry in a light commercial area. Two of these three luminaires use metal halide lamps: 70 watt wall mounted area lights and 150 watt pole mounted area lights. For these, the Initial Luminaire Lumens is equal to the initial lamp lumens multiplied by the luminaire efficiency. These values are entered into the compliance chart. The lumen value for the building mounted LED luminaires is equal to the lumens exiting the luminaire. Therefore, the value already represents the Initial Luminaire Lumens and no luminaire efficiency is needed. The total Luminaire Lumens for the site is equal to 247,840. The allowable lumens are based on the lighting zone and the total hardscape area. Referencing Table B, the allowed lumens are 2.5/SF for LZ2. Multiplying this by the total hardscape square footage gives a value of 250,000 lumens allowed. Because this value is greater than the value calculated for the site, the project complies.

PRESCRIPTIVE METHOD EXAMPLE - COMPLIANCE CHART			
<i>Lamp Descriptions</i>	<i>QTY</i>	<i>Initial Luminaire Lumens</i>	<i>Total</i>
70 W Metal Halide	8	3,920	31,360
150 W Metal Halide	20	9,600	192,000
18 W LED	24	1,020	24,480
TOTAL INITIAL LUMINAIRE LUMENS			247,840
SITE ALLOWED TOTAL INITIAL LUMENS*			250,000
PROJECT IS COMPLIANT?			YES

\* Listed below is the method of determining the allowed total initial lumen for non-residential outdoor lighting using the hardscape areamethod. (Table B).

SITE ALLOWED TOTAL INITIAL LUMENS	
<i>Site Description</i>	Light Commercial
<i>Lighting Zone</i>	LZ-2
<i>Hardscape Area (SF)</i>	100,000
<i>Allowed Lumens per SF of Hardscape (Table B)</i>	2.5
<i>Site Allowed Total Initial Lumens (lumens per SF X hardscape area)</i>	250,000

**IV. NON-RESIDENTIAL LIGHTING (cont.) - Ordinance Text**



**PRESCRIPTIVE METHOD (cont.) - User's Guide****LIMITS TO OFFSITE IMPACTS**

The prescriptive method of the MLO restricts uplighting, including upward light emitted by decorative luminaires. A jurisdiction may choose to preserve some types of lighting, including lighting of monuments or historic structures. In this case, the adopting jurisdiction should exempt or otherwise regulate these types of lighting carefully so that it does not inadvertently allow glaring or offensive lighting systems.

Offsite effects of light pollution include glare, light trespass, sky glow, and impacts on the nocturnal environment. All of these are functions of the fixture or luminaire design and installation. This document replaces the previous luminaire classification terminology of full cut-off, semi cut-off, and cut-off because those classifications were not as effective in controlling offsite impacts as with the new IESNA luminaire classification system as described in TM-15-07.

A traditional method of defining light trespass is to identify a maximum light level at or near the property line. However, this method does not address offensive light that is not directed toward the ground, or the intensity of glaring light shining into adjacent windows. The requirements defined in Table C limit the amount of light in all quadrants that is directed toward or above the property line. The Backlight/Uplight/Glare (BUG) rating will help limit both light trespass and glare. (A detailed explanation of the BUG system is provided in the section on Table C.)

The limits for light distribution established in Table C (for the BUG rating system) prevent or severely limit all direct upward light. A small amount of uplight reflected by snow, light-colored pavement or a luminaire's supporting arms is inevitable and is not limited by the prescriptive method of this ordinance.

**IV. NON-RESIDENTIAL LIGHTING (cont.) - Ordinance Text****PRESCRIPTIVE METHOD****2. Limits to Off Site Impacts**

All luminaires shall be rated and installed according to Table C.

**3. Light Shielding for Parking Lot Illumination**

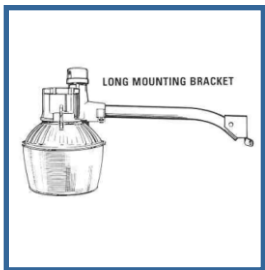
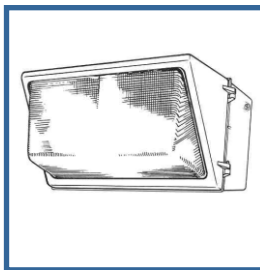
All parking lot lighting shall have no light emitted above 90 degrees.

Exception:

a) Ornamental parking lighting shall be permitted by special permit only, and shall meet the requirements of Table C-1 for Backlight, Table C-2 for Uplight, and Table C-3 for Glare, without the need for external field-added modifications.

**PRESCRIPTIVE METHOD (cont.) - User's Guide****LIMITS TO OFFSITE IMPACTS**

A seemingly non-compliant fixture, such as a post-top translucent acorn luminaire, may in certain cases meet the BUG ratings, as long as it has proper interior baffling within the acorn globe. However, the BUG ratings in Table C will limit the use of the following types of luminaires in all lighting zones:

**Barn Lights****Non-Shielded  
Wall Packs****Floodlights or  
lights not aimed  
downward****IV. NON-RESIDENTIAL LIGHTING (cont.) - Ordinance Text**

## PERFORMANCE METHOD - User's Guide

The performance method is best for projects with complex lighting requirements or when the applicant wants or needs more flexibility in lighting design. The performance method is also used when any lighting designer plans to aim or direct any light fixture upward (above 90 degrees). An engineer or lighting professional generally will be required to design within the performance method. An adopting jurisdiction may also wish to hire an engineer or lighting professional to review and approve projects using this method and/or incorporate review of the performance method into special review procedures.

The Performance Method is also best for projects where higher lighting levels are required compared to typical area lighting. An example might be a car sales lot where more light might be required on the new cars than would be needed for a standard parking lot. Another example is a gas station canopy requiring more light than a building entrance canopy.

The first step in the Performance Method regulates overlighting by establishing the Total Initial Site Lumens (Table D) that are allowed.

Allowances include the summation of the following (Table D):

- 1) Initial lumen allowance per site
- 2) Per area (SF) of hardscape

Table E allows additional lumens for unique site conditions.

Examples of allowances include:

- 1) Per building entrance/exit
- 2) Per length (linear feet) of Outdoor Sales Frontage Perimeter
- 3) Per area (SF) of Vehicle Service Station Canopy
- 4) Plus more ...

The Site Total Initial Site Lumens allowed are a combination of allowances from Table D and Table E.

## IV. NON-RESIDENTIAL LIGHTING (cont.) - Ordinance Text

### *B. Performance Method*

#### 1. Total Site Lumen Limit

The total installed initial luminaire lumens of all lighting systems on the site shall not exceed the allowed total initial site lumens. The allowed total initial site lumens shall be determined using Tables D and E. For sites with existing lighting, existing lighting shall be included in the calculation of total installed lumens.

The total installed initial luminaire lumens of all is calculated as the sum of the initial luminaire lumens for all luminaires.

**IV. NON-RESIDENTIAL LIGHTING (cont.) - User's Guide****LIMITS TO OFFSITE IMPACTS (cont.)**

The second step in the Performance Method is to determine if the proposed luminaires are producing off site impacts such as glare, sky glow and light trespass. One may either use Option A which are the Maximum Allowable BUG Ratings in Table C, or Option B through computer lighting calculations show compliance with Maximum Vertical Illuminance at any point in the plane of the property line in Table F. Option B will be required for all non-residential luminaires that

- A) do not have BUG ratings, or
- B) exceed the BUG ratings,
- C) are not fully shielded, or
- D) have adjustable mountings.

For the performance method, Option B (2) requires photometric calculations for the site perimeter, to a height of no less than 33 feet (10 meters) above the tallest luminaire. Vertical illuminances at eye height (5 feet above grade) will give values that can be used to verify compliance by comparing actual site conditions to the photometric plan submitted during review.

Note that the MLO specifies 'total initial luminaire lumens' as a measurement in addition to footcandles/lux. The footcandle (lux) is equal to one lumen per square meter. Lux is the metric unit and is equal to one lumen per square meter.

**IV. NON-RESIDENTIAL LIGHTING (cont.) - Ordinance Text****PERFORMANCE METHOD****2. Limits to Off Site Impacts**

All luminaires shall be rated and installed using either Option A or Option B. Only one option may be used per permit application.

Option A: All luminaires shall be rated and installed according to Table C.

Option B: The entire outdoor lighting design shall be analyzed using industry standard lighting software including inter-reflections in the following manner:

- 1) Input data shall describe the lighting system including luminaire locations, mounting heights, aiming directions, and employing photometric data tested in accordance with IES guidelines. Buildings or other physical objects on the site within three object heights of the property line must be included in the calculations.
- 2) Analysis shall utilize an enclosure comprised of calculation planes with zero reflectance values around the perimeter of the site. The top of the enclosure shall be no less than 33 feet (10 meters) above the tallest luminaire. Calculations shall include total lumens upon the inside surfaces of the box top and vertical sides and maximum vertical illuminance (footcandles and/or lux) on the sides of the enclosure.

The design complies if:

- a) The total lumens on the inside surfaces of the virtual enclosure are less than 15% of the total site lumen limit; and
- b) The maximum vertical illuminance on any vertical surface is less than the allowed maximum illuminance per Table F.

## DESIGN COMPLIANCE - User's Guide

The application form will require information about the number of luminaires, the number of lamps in each luminaire, the initial luminaire lumens for each luminaire and the initial lumen output for each lamp (based on the wattage and type of lamp selected) as well as plans showing the site area measurements. This will allow the reviewer to verify that the lumen output of all the luminaires does not exceed the allowance.

Field verification can be achieved by asking the applicant and/or owner to verify that the luminaire type, lamp type and wattages specified have been used. Also ask the applicant for photometric data for each luminaire, since the initial luminaire lumens and B-U-G ratings are stated on the photometric report.

However, if a jurisdiction requires additional on-site verification, it may also request a point-by-point photometric plan. While this will not be a true measure of compliance with the criteria of this Ordinance, comparing the actual measured levels on site to the photometric plan can be an indication whether or not the installed lighting varies from the approved design.

## V. RESIDENTIAL LIGHTING - User's Guide

This section applies to single family home, duplexes, row houses, and low rise multi-family buildings of 6 dwelling units or less.

### RESIDENTIAL LIGHTING EXCEPTIONS

The exceptions allow for typical lighting that might exceed the specified limits.

Landscape Lighting - While not common in residential areas, it can cause light pollution and light trespass if it is not controlled.

Lighting controlled by Vacancy (Motion) Sensor - Reduces light pollution and light trespass and should be encouraged.

#### RESIDENTIAL LIGHTING EXAMPLE

In this example on the following page, five different luminaires are used on a residential property. Each luminaire must comply to meet the requirements. The site plan following shows luminaire types followed by a tabulation of each luminaire, whether or not it is fully shielded, lamp type, and initial luminaire lumens. If the luminaire lumens are not known, multiply the initial lamp lumens by the luminaire efficiency. If the efficiency is not known, multiply the initial lamp lumens by 0.7 as a reasonable assumption. The maximum allowable lumen values come from Table G, based on the shielding classification and location on the site. In this case, each luminaire complies with the requirements of Table G.

Comparison of efficacy by power  
(120 Volt Incandescent lamps)

Output (Lumens)	Power (Watt)		
	Incan	CFL	LED
500	40	8 - 10	9
850	60	13 - 18	12 - 15
1,200	75	18 - 22	15
1,700	100	23 - 28	18

## V. RESIDENTIAL LIGHTING - Ordinance Text

### A. General Requirements

For residential properties including multiple residential properties not having common areas, all outdoor luminaires shall be fully shielded and shall not exceed the allowed lumen output in Table G, row 2.

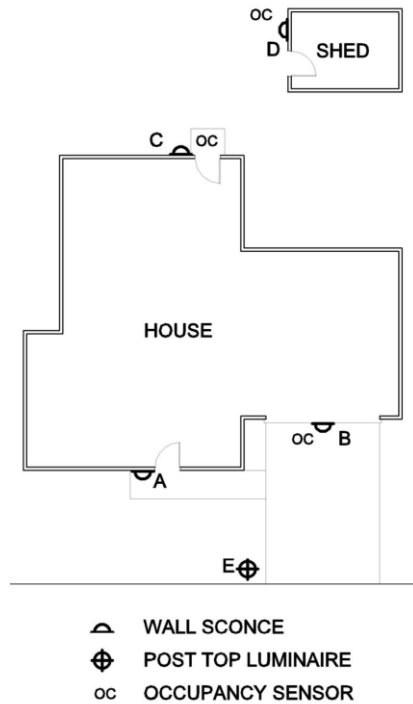
#### Exceptions

1. One partly shielded or unshielded luminaire at the main entry, not exceeding the allowed lumen output in Table G row 1.
2. Any other partly shielded or unshielded luminaires not exceeding the allowed lumen output in Table G row 3.
3. Low voltage landscape lighting aimed away from adjacent properties and not exceeding the allowed lumen output in Table G row 4.
4. Shielded directional flood lighting aimed so that direct glare is not visible from adjacent properties and not exceeding the allowed lumen output in Table G row 5.
5. Open flame gas lamps.
6. Lighting installed with a vacancy sensor, where the sensor extinguishes the lights no more than 15 minutes after the area is vacated.
7. Lighting exempt per Section III (B.).

### B. Requirements for Residential Landscape Lighting

1. Shall comply with Table G.
2. Shall not be aimed onto adjacent properties.

## V. RESIDENTIAL LIGHTING - User's Guide



Property Type: Residential Lighting Zone 1								
Luminaire Type	Location	Luminaire Description	Fully Shielded	Lamp Type	Initial Luminaire Lumens*	Maximum Allowed Initial Luminaire Lumens (Table G)	Controls	Compliant
A	Front Entry	Decorative wall sconce	No	9W CFL	420	420	None	Yes
B	Garage Door	Fully shielded wall pack	Yes	23W CFL	1050	1260	Occupancy Sensor	Yes
C	Back Entry	Decorative wall sconce	No	7W CFL	280	315	Occupancy Sensor	Yes
D	Shed Entry	Fully shielded wall pack	Yes	40W INC	343	1260	Occupancy Sensor	Yes
E	Driveway	Fully shielded post top	Yes	13W CFL	1260	1260	None	Yes

\*Initial Luminaire Lumens are calculated by multiplying the total initial lamp lumens by the luminaire efficiency.  
If the luminaire efficiency is not known, assume an efficiency of 70% and multiply the lamp lumen value by 0.7.

## VI. LIGHTING BY SPECIAL PERMIT ONLY - User's Guide

This section addresses types of lighting that are intrusive or complex in their impacts and need a higher level of scrutiny and/or site sensitivity.

It should be noted that safety could be compromised if lighting conforming to this ordinance is located adjacent to excessively bright and/or glaring lighting.

It is important that the authority set clear and reasonable guidelines for applying for a special lighting use permit, and establish rules and procedures for granting or refusing them. They may differ from existing special use policies, in which case one or the other may be changed to achieve the overall goal of effective lighting without glare, sky glow, or light trespass.

### SPORTS FIELD LIGHTING

For athletic and sports fields, the appropriate level of lighting will depend on the Class of Play and Facilities. Class of Play is divided into 4 categories, depending on the number of fixed spectator seats. (Competition play intended for nighttime TV broadcast may require higher lighting levels).

**CLASS I:** Competition play at facilities with 5,000 or more fixed spectator seats. (Professional, Colleges & Universities, some Semi-Professional & Large Sports Clubs)

**CLASS II:** Games at facilities with over 1,500 fixed spectator seats. (Smaller Universities and Colleges, some Semi-pro, large amateur leagues and high schools with large spectator facilities)

**CLASS III:** Games at facilities with over 500 fixed spectator seats. (Sports Clubs and amateur leagues, some high schools and large training professional training facilities with spectator sections)

**CLASS IV:** Competition or recreational play at facilities with 500 fixed spectator seats or less. Class IV Class of Play applies to games at which family and close friends of the players and staff are usually the majority of spectators. (Smaller amateur leagues, park and recreation department facilities, most Little Leagues smaller high schools, elementary and middle schools, and social events)

## VI. LIGHTING BY SPECIAL PERMIT ONLY - Ordinance Text

### A. High Intensity and Special Purpose Lighting

The following lighting systems are prohibited from being installed or used except by special use permit:

1. Temporary lighting in which any single luminaire exceeds 20,000 initial luminaire lumens or the total lighting load exceeds 160,000 lumens.
2. Aerial Lasers.
3. Searchlights.
4. Other very intense lighting defined as having a light source exceeding 200,000 initial luminaire lumens or an intensity in any direction of more than 2,000,000 candelas.

### B. Complex and Non-Conforming Uses

Upon special permit issued by the Authority, lighting not complying with the technical requirements of this ordinance but consistent with its intent may be installed for complex sites or uses or special uses including, but not limited to, the following applications:

1. Sports facilities, including but not limited to unconditioned rinks, open courts, fields, and stadiums.
2. Construction lighting.
3. Lighting for industrial sites having special requirements, such as petrochemical manufacturing or storage, shipping piers, etc.
4. Parking structures.
5. Urban parks
6. Ornamental and architectural lighting of bridges, public monuments, statuary and public buildings.
7. Theme and amusement parks.
8. Correctional facilities.

To obtain such a permit, applicants shall demonstrate that the proposed lighting installation:

- a. Has sustained every reasonable effort to mitigate the effects of light on the environment and surrounding properties, supported by a signed statement describing the mitigation measures. Such statement shall be accompanied by the calculations required for the Performance Method.



## SPORTS FIELD LIGHTING

When Class of Play is above Class IV, a dual control should be installed to limit illumination to Class IV levels during practices where spectators are fewer than 500.

(See IES Recommended Practice for Sports and Recreational Area Lighting RP-6)

## VII. EXISTING LIGHTING - User's Guide

Adoption of this section on existing lighting is strongly encouraged.

If the adopting jurisdiction has criteria in place that require a property to come into compliance with the current zoning ordinance, it is recommended that the criteria also be applied to bringing existing lighting into compliance. If there are no established criteria, this section of the MLO is recommended.

Amortization allows existing lighting to gradually and gracefully come into compliance. Substantial changes or additions to existing properties are considered the same as new construction, and must comply.

Most outdoor lighting can be fully depreciated once it is fully amortized, usually no longer than 10 years, if not sooner, from the date of initial installation. Some jurisdictions may prefer to require phase-out in a substantially shorter period. The Authority may also wish to require compliance much sooner for "easy fixes" such as re-aiming or lowering lumen output of lamps. Where lighting is judged to be a safety hazard, immediate compliance can be required.

## VI. LIGHTING BY SPECIAL PERMIT ONLY (cont.) - Ordinance Text

- b. Employs lighting controls to reduce lighting at a Project Specific Curfew ("Curfew") time to be established in the Permit.
- c. Complies with the Performance Method after Curfew.

The Authority shall review each such application. A permit may be granted if, upon review, the Authority believes that the proposed lighting will not create unwarranted glare, sky glow, or light trespass.

## VII. EXISTING LIGHTING - Ordinance Text

Lighting installed prior to the effective date of this ordinance shall comply with the following.

### *A. Amortization*

On or before [amortization date], all outdoor lighting shall comply with this Code.

### *B. New Uses or Structures, or Change of Use*

Whenever there is a new use of a property (zoning or variance change) or the use on the property is changed, all outdoor lighting on the property shall be brought into compliance with this Ordinance before the new or changed use commences.

### *C. Additions or Alterations*

#### 1. Major Additions.

If a major addition occurs on a property, lighting for the entire property shall comply with the requirements of this Code. For purposes of this section, the following are considered to be major additions:

**VII. EXISTING LIGHTING (cont.) - Ordinance Text**

Additions of 25 percent or more in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces, either with a single addition or with cumulative additions after the effective date of this Ordinance.

Single or cumulative additions, modification or replacement of 25 percent or more of installed outdoor lighting luminaires existing as of the effective date of this Ordinance.

2. Minor Modifications, Additions, or New Lighting Fixtures for Non-residential and Multiple Dwellings

For non-residential and multiple dwellings, all additions, modifications, or replacement of more than 25 percent of outdoor lighting fixtures existing as of the effective date of this Ordinance shall require the submission of a complete inventory and site plan detailing all existing and any proposed new outdoor lighting.

Any new lighting shall meet the requirements of this Ordinance.

3. Resumption of Use after Abandonment

If a property with non-conforming lighting is abandoned for a period of six months or more, then all outdoor lighting shall be brought into compliance with this Ordinance before any further use of the property occurs.

**VIII. ENFORCEMENT & PENALTIES - Ordinance Text**

**(Reserved)**

**VIII. ENFORCEMENT AND PENALTIES - User's Guide**

Enforcement and penalties will vary by jurisdiction. There are, however, certain practices that will promote compliance with lighting regulations. Education is a key tool in promoting compliance. Proactive enforcement procedures can include providing a copy of the lighting regulations to every contractor at the time they visit to obtain a building permit. Another effective tool is a requirement that the builder or developer acknowledge in writing that the he or she is familiar with the lighting requirements and will submit a lighting plan for approval.

**VIII. ENFORCEMENT AND PENALTIES (cont.) - User's Guide**

Submission of the Lighting Plan should be required as a precondition to any approvals. The Lighting Plan should include the location and BUG rating for each luminaire, specify whether compliance is by the performance or prescriptive method, and a worksheet to show that the luminaires and their BUG ratings are compliant.

**IX. TABLES - User's Guide**

The tables are to be reviewed periodically by a joint committee of the IES and IDA, and adjusted as standards and technology permit. If more research on the impacts of outdoor lighting shows the effects of light pollution to be a significant concern, then the values in the tables may be modified. Such changes will have no significant impact to the balance of the language of the Ordinance or Code.

**VIII. ENFORCEMENT & PENALTIES - Ordinance Text****IX. TABLES - Ordinance Text****Table A - Allowed Total Initial Luminaire Lumens per Site for Non-residential Outdoor Lighting, Per Parking Space Method**

May only be applied to properties up to 10 parking spaces (including handicapped accessible spaces).

LZ-0	LZ-1	LZ-2	LZ-3	LZ-4
350 lms/space	490 lms/space	630 lms/space	840 lms/space	1,050 lms/space

**Table B - Allowed Total Initial Lumens per Site for Non-residential Outdoor Lighting, Hardscape Area Method**

*May be used for any project. When lighting intersections of site drives and public streets or road, a total of 600 square feet for each intersection may be added to the actual site hardscape area to provide for intersection lighting.*

LZ-0	LZ-1	LZ-2	LZ-3	LZ-4
<b>Base Allowance</b>				
0.5 lumens per SF of Hardscape	1.25 lumens per SF of Hardscape	2.5 lumens per SF of Hardscape	5.0 lumens per SF of Hardscape	7.5 lumens per SF of Hardscape

## IX. TABLES - Ordinance Text

**Table B** - *Lumen Allowances, in Addition to Base Allowance*

	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
<b>Additional allowances for sales and service facilities.</b> <b>No more than two additional allowances per site, Use it or Lose it.</b>					
<b>Outdoor Sales Lots.</b> This allowance is lumens per square foot of uncovered sales lots used exclusively for the display of vehicles or other merchandise for sale, and may not include driveways, parking or other non sales areas. To use this allowance, luminaires must be within 2 mounting heights of sales lot area.	0	4 lumens per square foot	8 lumens per square foot	16 lumens per square foot	16 lumens per square foot
<b>Outdoor Sales Frontage.</b> This allowance is for lineal feet of sales frontage immediately adjacent to the principal viewing location(s) and unobstructed for its viewing length. A corner sales lot may include two adjacent sides provided that a different principal viewing location exists for each side. In order to use this allowance, luminaires must be located between the principal viewing location and the frontage outdoor sales area	0	0	1,000 per LF	1,500 per LF	2,000 per LF
<b>Drive Up Windows.</b> In order to use this allowance, luminaires must be within 20 feet horizontal distance of the center of the window.	0	2,000 lumens per drive-up window	4,000 lumens per drive-up window	8,000 lumens per drive-up window	8,000 lumens per drive-up window
<b>Vehicle Service Station.</b> This allowance is lumens per installed fuel pump.	0	4,000 lumens per pump (based on 5 fc horiz)	8,000 lumens per pump (based on 10 fc horiz)	16,000 lumens per pump (based on 20 fc horiz)	24,000 lumens per pump (based on 20 fc horiz)

**IX. TABLES - TABLE C BUG RATING - User's Guide**

Work on the BUG system started in 2005 when the IES upgraded the roadway cutoff classification system. The original system, which included the ratings full cutoff, cutoff, semi-cutoff and non cutoff, had been designed as a rating system focused on brightness and glare control. However, with increasing demand for control of uplight and light trespass in addition to glare, IES realized that a more comprehensive system was needed. IES developed TM-15 *Luminaire Classification System for Outdoor Luminaires*.

As this is a relatively new rating system, and many people may not be familiar with it, more explanation of how the rating system works is provided here. For example, some people are familiar with terms such as "full cutoff" and they may expect the MLO to include those terms. It will be very important that all groups recognize that older terms and concepts are inadequate for the complex tasks of controlling light pollution. It is recommended that the new rating system adopted in TM-15, as followed herein by the MLO, be used intact and exclusively.

BUG requires downlight only with low glare (better than full cut off) in lighting zones 0, 1 and 2, but allows a minor amount of uplight in lighting zones 3 and 4. In lighting zones 3 and 4, the amount of allowed uplight is enough to permit the use of very well shielded luminaires that have a decorative drop lens or chimney so that dark sky friendly lighting can be installed in places that traditional-appearing luminaires are required. BUG typically cannot be used for residential luminaires unless they have been photometrically tested. For non-photometrically tested residential luminaires, shielding description is used instead.

The lumen limits established for each lighting zone apply to all types of lighting within that zone. This includes, but is not limited to, specialty lighting, façade lighting, security lighting and the front row lighting for auto dealerships. BUG rating limits are defined for each luminaire and

**IX. TABLES (cont.) - Ordinance Text****Table C - Maximum Allowable Backlight, Uplight and Glare (BUG) Ratings**

May be used for any project. A luminaire may be used if it is rated for the lighting zone of the site or lower in number for all ratings B, U and G. Luminaires equipped with adjustable mounting devices permitting alteration of luminaire aiming in the field shall not be permitted.

<b>TABLE C-1</b>	<b>Lighting Zone 0</b>	<b>Lighting Zone 1</b>	<b>Lighting Zone 2</b>	<b>Lighting Zone 3</b>	<b>Lighting Zone 4</b>
<b>Allowed Backlight Rating*</b>					
<b>Greater than 2 mounting heights from property line</b>	<b>B1</b>	<b>B3</b>	<b>B4</b>	<b>B5</b>	<b>B5</b>
<b>1 to less than 2 mounting heights from property line and ideally oriented**</b>	<b>B1</b>	<b>B2</b>	<b>B3</b>	<b>B4</b>	<b>B4</b>
<b>0.5 to 1 mounting heights from property line and ideally oriented**</b>	<b>B0</b>	<b>B1</b>	<b>B2</b>	<b>B3</b>	<b>B3</b>
<b>Less than 0.5 mounting height to property line and properly oriented**</b>	<b>B0</b>	<b>B0</b>	<b>B0</b>	<b>B1</b>	<b>B2</b>

\*For property lines that abut public walkways, bikeways, plazas, and parking lots, the property line may be considered to be 5 feet beyond the actual property line for purpose of determining compliance with this section. For property lines that abut public roadways and public transit corridors, the property line may be considered to be the center-line of the public roadway or public transit corridor for the purpose of determining compliance with this section. NOTE: This adjustment is relative to Table C-1 and C-3 only and shall not be used to increase the lighting area of the site.

\*\* To be considered 'ideally oriented', the luminaire must be mounted with the backlight portion of the light output oriented perpendicular and towards the property line of concern.

## IX. TABLES - TABLE C BUG RATING (cont.) - User's Guide

are based on the internal and external design of the luminaire, its aiming, and the initial luminaire lumens of the specified luminaires. The BUG rating limits also take into consideration the distance the luminaire is installed from the property line in multiples of the mounting height (See Table C).

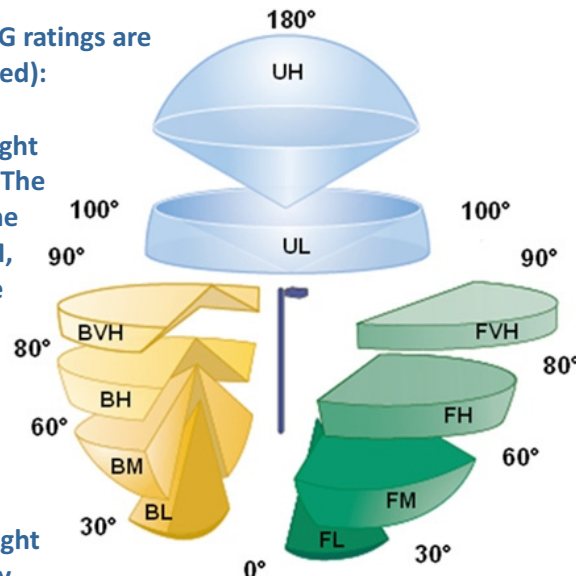
The three components of BUG ratings are based on IES TM-15-07 (revised):

**Backlight**, which creates light trespass onto adjacent sites. The B rating takes into account the amount of light in the BL, BM, BH and BVH zones, which are in the direction of the luminaire OPPOSITE from the area intended to be lighted.

**Uplight**, which causes artificial sky glow. Lower uplight (zone UL) causes the most sky glow and negatively affects professional and academic astronomy. Upper uplight (UH) not reflected off a surface is mostly energy waste. The U rating defines the amount of light into the upper hemisphere with greater concern for the light at or near the horizontal angles (UL).

**Glare**, which can be annoying or visually disabling. The G rating takes into account the amount of frontlight in the FH and FVH zones as well as BH and BVH zones.

BUG ratings apply to the Lighting Zone of the property under consideration.



## IX. TABLES (cont.) - Ordinance Text

**IX. TABLES - TABLE C BUG RATING (cont.) - User's Guide**

(Key: UH=Uplight High, UL=Uplight Low, BVH=Backlight Very High, BH=Backlight High, BM=Backlight Medium, BL=Backlight Low, FVH=Forward Light Very High, FH=Forward Light High, FM=Forward Light Medium, FL=Forward Light Low.)

In general, a higher BUG rating means more light is allowed in solid angles, and the rating increases with the lighting zone. However, a higher B (backlight) rating simply indicates that the luminaire directs a significant portion of light behind the pole, so B ratings are designated based on the location of the luminaire with respect to the property line. A high B rating luminaire maximizes the spread of light, and is effective and efficient when used far from the property line. When luminaires are located near the property line, a lower B rating will prevent unwanted light from interfering with neighboring properties.

At the 90-180 degree ranges:

- Zone 0 allows no light above 90 degrees.
- Zone 1 allows only 10 lumens in the UH and UL zones, 20 lumens total in the complete upper hemisphere. (This is roughly equivalent to a 5 W incandescent lamp).
- Zone 2 allows only 50 lumens in the UH and UL zones, 100 lumens total (less than a 25W incandescent lamp).
- Zone 3 allows only 500 lumens in the UH and UL zones, 1000 lumens total (about the output of a 75W incandescent bulb).
- Zone 4 allows only 1,000 lumens in the UH and UL zones, 2000 lumens total (about the output of a 100W incandescent bulb).

**IX. TABLES (cont.) - Ordinance Text**

**Table C - 2 Maximum Allowable Uplight (BUG) Ratings - Continued**

<b>TABLE C-2</b>	Lighting Zone 0	Lighting Zone 1	Lighting Zone 2	Lighting Zone 3	Lighting Zone 4
<b>Allowed Uplight Rating</b>	<b>U0</b>	<b>U1</b>	<b>U2</b>	<b>U3</b>	<b>U4</b>
<b>Allowed % light emission above 90° for street or Area lighting</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>

**Table C - 3 Maximum Allowable Glare (BUG) Ratings - Continued**

<b>TABLE C-3</b>	Lighting Zone 0	Lighting Zone 1	Lighting Zone 2	Lighting Zone 3	Lighting Zone 4
<b>Allowed Glare Rating</b>	<b>G0</b>	<b>G1</b>	<b>G2</b>	<b>G3</b>	<b>G4</b>
Any luminaire not ideally oriented*** with 1 to less than 2 mounting heights to any property line of concern	<b>G0</b>	<b>G0</b>	<b>G1</b>	<b>G1</b>	<b>G2</b>
Any luminaire not ideally oriented*** with 0.5 to 1 mounting heights to any property line of concern	<b>G0</b>	<b>G0</b>	<b>G0</b>	<b>G1</b>	<b>G1</b>
Any luminaire not ideally oriented*** with less than 0.5 mounting heights to any property line of concern	<b>G0</b>	<b>G0</b>	<b>G0</b>	<b>G0</b>	<b>G1</b>

\*\*\* Any luminaire that cannot be mounted with its backlight perpendicular to any property line within 2X the mounting heights of the luminaire location shall meet the reduced Allowed Glare Rating in Table C-3.



**TABLE D EXAMPLE - PERFORMANCE METHOD - User's Guide**

The first step in the Performance Method is to establish the Site Total Initial Site Lumens which regulates overlighting. The performance method allows layers of light depending on the complexity of the site.

Table D establishes the basic total initial site lumens allowed. These lumen allowances are added together for a total initial site lumen allowance. Allowances include:

- 1) Initial lumen allowance per site
- 2) Per area (SF) of hardscape

**IX. TABLES (cont.) - Ordinance Text****Table D Performance Method Allowed Total Initial Site Lumens**

*May be used on any project.*

Lighting Zone	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
Allowed Lumens Per SF	0.5	1.25	2.5	5.0	7.5
Allowed Base Lumens Per Site	0	3,500	7,000	14,000	21,000

**Table E Performance Method Additional Initial Luminaire Lumen Allowances. All of the following are “use it or lose it” allowances.**

All area and distance measurements in plan view unless otherwise noted.

Lighting Application	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
<b>Additional Lumens Allowances for All Buildings except service stations and outdoor sales facilities. A MAXIMUM OF THREE (3) ALLOWANCES ARE PERMITTED. THESE ALLOWANCES ARE “USE IT OR LOSE IT”.</b>					
<b>Building Entrances or Exits.</b> This allowance is per door. In order to use this allowance, luminaires must be within 20 feet of the door.	400	1,000	2,000	4,000	6,000
<b>Building Facades.</b> This allowance is lumens per unit area of building façade that are illuminated. To use this allowance, luminaires must be aimed at the façade and capable of illuminating it without obstruction.	0	0	8/SF	16/SF	24/SF



**TABLE E PERFORMANCE METHOD - User's Guide**

The allowable light levels for these uses defined in Table E may be used to set a prescriptive lighting allowance for these uses in each lighting zone. It should be noted that the lighting allowance defined in Table E is only applicable for the area defined for that use and cannot be transferred to another area of the site. For some uses, such as outdoor sales, the jurisdiction is encouraged to define a percentage of the total hardscape area that is eligible for the additional lighting allowance. For example, a set percentage of a car dealership's lot may be considered a display area and receive the additional lighting allowance where the remainder of the lot would be considered storage, visitor parking, etc. and cannot exceed the base light levels defined in Table A.

**TABLE E EXAMPLE - PERFORMANCE METHOD - User's Guide****IX. TABLES (cont.) - Ordinance Text****Table E - Performance Method Additional Initial Lumen Allowances (cont.)**

Lighting Application	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
<b>Sales or Non-sales Canopies.</b> This allowance is lumens per unit area for the total area within the drip line of the canopy. In order to qualify for this allowance, luminaires must be located under the canopy.	0	3/SF	6/SF	12/SF	18/SF
<b>Guard Stations.</b> This allowance is lumens per unit area of guardhouse plus 2000 sf per vehicle lane. In order to use this allowance, luminaires must be within 2 mounting heights of a vehicle lane or the guardhouse.	0	6/SF	12/SF	24/SF	36/SF
<b>Outdoor Dining.</b> This allowance is lumens per unit area for the total illuminated hardscape of outdoor dining. In order to use this allowance, luminaires must be within 2 mounting heights of the hardscape area of outdoor dining.	0	1/SF	5/SF	10/SF	15/SF
<b>Drive Up Windows.</b> This allowance is lumens per window. In order to use this allowance, luminaires must be within 20 feet of the center of the window.	0	2,000 lumens per drive-up window	4,000 lumens per drive-up window	8,000 lumens per drive-up window	8,000 lumens per drive-up window
<b>Additional Lumens Allowances for Service Stations only. Service stations may not use any other additional allowances.</b>					
<b>Vehicle Service Station Hardscape.</b> This allowance is lumens per unit area for the total illuminated hardscape area less area of buildings, area under canopies, area off property, or areas obstructed by signs or structures. In order to use this allowance, luminaires must be illuminating the hardscape area and must not be within a building below a canopy, beyond property lines, or obstructed by a sign or other structure.	0	4/SF	8/SF	16/SF	24/SF

## IX. TABLES (cont.) - Ordinance Text

**Table E - Performance Method Additional Initial Lumen Allowances (cont.)**

Lighting Application	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
<b>Vehicle Service Station Canopies.</b> This allowance is lumens per unit area for the total area within the drip line of the canopy. In order to use this allowance, luminaires must be located under the canopy.	0	8/SF	16/SF	32/SF	32/SF
<b>Additional Lumens Allowances for Outdoor Sales facilities only.</b> Outdoor Sales facilities may not use any other additional allowances. <b>NOTICE:</b> lighting permitted by these allowances shall employ controls extinguishing this lighting after a curfew time to be determined by the Authority.					
<b>Outdoor Sales Lots.</b> This allowance is lumens per square foot of uncovered sales lots used exclusively for the display of vehicles or other merchandise for sale, and may not include driveways, parking or other non sales areas and shall not exceed 25% of the total hardscape area. To use this allowance, Luminaires must be within 2 mounting heights of the sales lot area.	0	4/SF	8/SF	12/SF	18/SF
<b>Outdoor Sales Frontage.</b> This allowance is for lineal feet of sales frontage immediately adjacent to the principal viewing location(s) and unobstructed for its viewing length. A corner sales lot may include two adjacent sides provided that a different principal viewing location exists for each side. In order to use this allowance, luminaires must be located between the principal viewing location and the frontage outdoor sales area.	0	0	1,000/LF	1,500/LF	2,000/LF

IX. TABLES (cont.) - Ordinance Text

Table F Maximum Vertical Illuminance at any point in the plane of the property line

Lighting Zone 0	Lighting Zone 1	Lighting Zone 2	Lighting Zone 3	Lighting Zone 4
0.05 FC or 0.5 LUX	0.1 FC or 1.0 LUX	0.3 FC or 3.0 LUX	0.8 FC or 8.0 LUX	1.5 FC or 15.0 LUX

## IX. TABLES (cont.) - Ordinance Text

Table G - Residential Lighting Limits

Lighting Application	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
<b>Row 1</b> Maximum Allowed Luminaire Lumens* for Unshielded Luminaires at one entry only	Not allowed	420 lumens	630 lumens	630 lumens	630 lumens
<b>Row 2</b> Maximum Allowed Luminaire Lumens* for each Fully Shielded Luminaire	630 lumens	1,260 lumens	1,260 lumens	1,260 lumens	1,260 lumens
<b>Row 3</b> Maximum Allowed Luminaire Lumens* for each Unshielded Luminaire excluding main entry	Not allowed	315 lumens	315 lumens	315 lumens	315 lumens
<b>Row 4</b> Maximum Allowed Luminaire Lumens* for each Landscape Lighting	Not allowed	Not allowed	1,050 lumens	2,100 lumens	2,100 lumens
<b>Row 5</b> Maximum Allowed Luminaire Lumens* for each Shielded Directional Flood Lighting	Not allowed	Not allowed	1,260 lumens	2,100 lumens	2,100 lumens
<b>Row 6</b> Maximum Allowed Luminaire Lumens* for each Low Voltage Landscape Lighting	Not allowed	Not allowed	525 lumens	525 lumens	525 lumens

\* Luminaire lumens equals Initial Lamp Lumens for a lamp, multiplied by the number of lamps in the luminaire

## TABLE G RESIDENTIAL LIGHTING - User's Guide

## Residential Light Levels

Most residential lighting has traditionally used incandescent lamps which are identified by their wattage. However, since new technologies provide more light for fewer watts, it is no longer possible to regulate residential lighting solely by providing a maximum wattage. Table G, therefore, lists maximum initial luminaire lumens only.

**X. DEFINITIONS - User's Guide**

Definitions are typically generally added to any code when new code sections are added. The definitions are legally required and play a significant role in the interpretation of the ordinance and code.

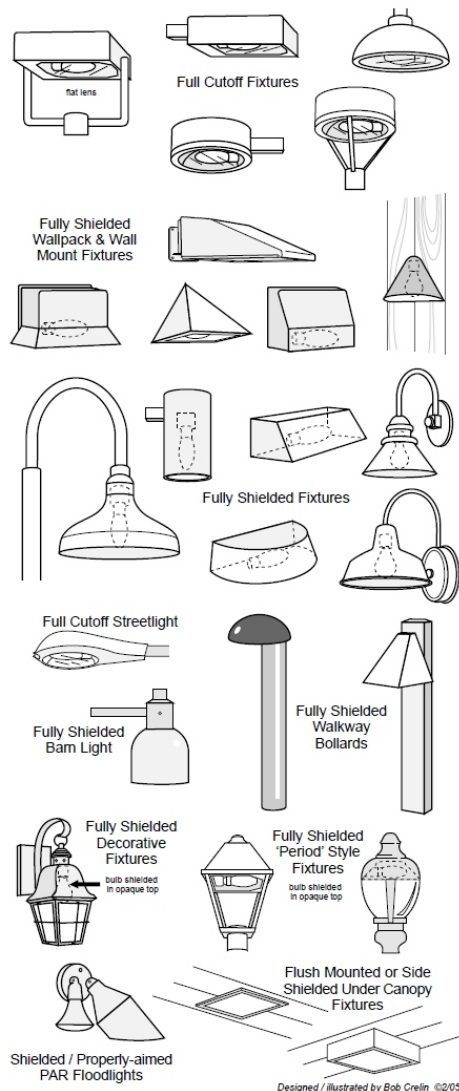
Most city attorneys will not accept references to outside sources regardless of credibility, such as the IES Handbook. Thus as a general rule, a definition for an unfamiliar term (e.g. lumens) must be added by the adopting ordinance.

When adopting or integrating the MLO definitions, be sure to retire conflicting technical terminology. In particular, the latest IES Luminaire Classification System as defined in IES TM-15-07 is likely to need attention.

**X. DEFINITIONS - Ordinance Text**

<i><b>Absolute Photometry</b></i>	Photometric measurements (usually of a solid-state luminaire) that directly measures the footprint of the luminaire. Reference Standard IES LM-79
<i><b>Architectural Lighting</b></i>	Lighting designed to reveal architectural beauty, shape and/or form and for which lighting for any other purpose is incidental.
<i><b>Authority</b></i>	The adopting municipality, agency or other governing body.
<i><b>Astronomic Time Switch</b></i>	An automatic lighting control device that switches outdoor lighting relative to time of solar day with time of year correction.
<i><b>Backlight</b></i>	For an exterior luminaire, lumens emitted in the quarter sphere below horizontal and in the opposite direction of the intended orientation of the luminaire. For luminaires with symmetric distribution, backlight will be the same as front light.
<i><b>BUG</b></i>	A luminaire classification system that classifies backlight (B), uplight (U) and glare (G).
<i><b>Canopy</b></i>	A covered, unconditioned structure with at least one side open for pedestrian and/or vehicular access. (An unconditioned structure is one that may be open to the elements and has no heat or air conditioning.)
<i><b>Common Outdoor Areas</b></i>	One or more of the following: a parking lot; a parking structure or covered vehicular entrance; a common entrance or public space shared by all occupants of the domiciles.
<i><b>Curfew</b></i>	A time defined by the authority when outdoor lighting is reduced or extinguished.

## Examples of Fully Shielded Luminaires



## X. DEFINITIONS - Ordinance Text

<b><i>Emergency conditions</i></b>	Generally, lighting that is only energized during an emergency; lighting fed from a backup power source; or lighting for illuminating the path of egress solely during a fire or other emergency situation; or, lighting for security purposes used solely during an alarm.
<b><i>Footcandle</i></b>	The unit of measure expressing the quantity of light received on a surface. One footcandle is the illuminance produced by a candle on a surface one foot square from a distance of one foot.
<b><i>Forward Light</i></b>	For an exterior luminaire, lumens emitted in the quarter sphere below horizontal and in the direction of the intended orientation of the luminaire.
<b><i>Fully Shielded Luminaire</i></b>	A luminaire constructed and installed in such a manner that all light emitted by the luminaire, either directly from the lamp or a diffusing element, or indirectly by reflection or refraction from any part of the luminaire, is projected below the horizontal plane through the luminaire's lowest light-emitting part.
<b><i>Glare</i></b>	Lighting entering the eye directly from luminaires or indirectly from reflective surfaces that causes visual discomfort or reduced visibility.
<b><i>Hardscape</i></b>	Permanent hardscape improvements to the site including parking lots, drives, entrances, curbs, ramps, stairs, steps, medians, walkways and non-vegetated landscaping that is 10 feet or less in width. Materials may include concrete, asphalt, stone, gravel, etc.
<b><i>Hardscape Area</i></b>	The area measured in square feet of all hardscape. It is used to calculate the Total Site Lumen Limit in both the Prescriptive Method and Performance Methods. Refer to Hardscape definition.

**X. DEFINITIONS - Ordinance Text**

<b><i>Hardscape Perimeter</i></b>	The perimeter measured in linear feet is used to calculate the Total Site Lumen Limit in the Performance Method. Refer to Hardscape definition.
<b><i>IDA</i></b>	International Dark-Sky Association.
<b><i>IESNA</i></b>	Illuminating Engineering Society of North America.
<b><i>Impervious Material</i></b>	Sealed to severely restrict water entry and movement
<b><i>Industry Standard Lighting Software</i></b>	Lighting software that calculates point-by-point illuminance that includes reflected light using either ray-tracing or radiosity methods.
<b><i>Lamp</i></b>	A generic term for a source of optical radiation (i.e. “light”), often called a “bulb” or “tube”. Examples include incandescent, fluorescent, high-intensity discharge (HID) lamps, and low pressure sodium (LPS) lamps, as well as light-emitting diode (LED) modules and arrays.
<b><i>Landscape Lighting</i></b>	Lighting of trees, shrubs, or other plant material as well as ponds and other landscape features.
<b><i>LED</i></b>	Light Emitting Diode.
<b><i>Light Pollution</i></b>	Any adverse effect of artificial light including, but not limited to, glare, light trespass, sky-glow, energy waste, compromised safety and security, and impacts on the nocturnal environment.

**X. DEFINITIONS - Ordinance Text**

<b><i>Light Trespass</i></b>	Light that falls beyond the property it is intended to illuminate.
<b><i>Lighting</i></b>	“Electric” or “man-made” or “artificial” lighting. See “lighting equipment”.
<b><i>Lighting Equipment</i></b>	Equipment specifically intended to provide gas or electric illumination, including but not limited to, lamp(s), luminaire(s), ballast(s), poles, posts, lens(s), and related structures, electrical wiring, and other necessary or auxiliary components.
<b><i>Lighting Zone</i></b>	An overlay zoning system establishing legal limits for lighting for particular parcels, areas, or districts in a community.
<b><i>Lighting Equipment</i></b>	Equipment specifically intended to provide gas or electric illumination, including but not limited to, lamp(s), luminaire(s), ballast(s), poles, posts, lens(s), and related structures, electrical wiring, and other necessary or auxiliary components.
<b><i>Low Voltage Landscape Lighting</i></b>	Landscape lighting powered at less than 15 volts and limited to luminaires having a rated initial luminaire lumen output of 525 lumens or less.
<b><i>Lumen</i></b>	The unit of measure used to quantify the amount of light produced by a lamp or emitted from a luminaire (as distinct from “watt,” a measure of power consumption).
<b><i>Luminaire</i></b>	The complete lighting unit (fixture), consisting of a lamp, or lamps and ballast(s) (when applicable), together with the parts designed to distribute the light (reflector, lens, diffuser), to position and protect the lamps, and to connect the lamps to the power supply.



**Mounting Height:** The horizontal spacing of poles is often measured in units of “mounting height”. Example: “The luminaires can be spaced up to 4 mounting heights apart.”

## X. DEFINITIONS - Ordinance Text

<b><i>Luminaire Lumens</i></b>	For luminaires with relative photometry per IES, it is calculated as the sum of the initial lamp lumens for all lamps within an individual luminaire, multiplied by the luminaire efficiency. If the efficiency is not known for a residential luminaire, assume 70%. For luminaires with absolute photometry per IES LM-79, it is the total luminaire lumens. The lumen rating of a luminaire assumes the lamp or luminaire is new and has not depreciated in light output.
<b><i>Lux</i></b>	The SI unit of illuminance. One lux is one lumen per square meter. 1 Lux is a unit of incident illuminance approximately equal to 1/10 footcandle.
<b><i>Mounting height</i></b>	The height of the photometric center of a luminaire above grade level.
<b><i>New lighting</i></b>	Lighting for areas not previously illuminated; newly installed lighting of any type except for replacement lighting or lighting repairs.
<b><i>Object</i></b>	A permanent structure located on a site. Objects may include statues or artwork, garages or canopies, outbuildings, etc.
<b><i>Object Height</i></b>	The highest point of an entity, but shall not include antennas or similar structures.
<b><i>Ornamental lighting</i></b>	Lighting that does not impact the function and safety of an area but is purely decorative, or used to illuminate architecture and/or landscaping, and installed for aesthetic effect.

**X. DEFINITIONS - Ordinance Text**

<b><i>Ornamental Street Lighting</i></b>	A luminaire intended for illuminating streets that serves a decorative function in addition to providing optics that effectively deliver street lighting. It has a historical period appearance or decorative appearance, and has the following design characteristics: <ul style="list-style-type: none"> <li>· designed to mount on a pole using an arm, pendant, or vertical tenon;</li> <li>· opaque or translucent top and/or sides;</li> <li>· an optical aperture that is either open or enclosed with a flat, sag or drop lens;</li> <li>· mounted in a fixed position; and</li> <li>· with its photometric output measured using Type C photometry per IESNA LM-75-01.</li> </ul>
<b><i>Outdoor Lighting</i></b>	Lighting equipment installed within the property line and outside the building envelopes, whether attached to poles, building structures, the earth, or any other location; and any associated lighting control equipment.
<b><i>Partly shielded luminaire</i></b>	A luminaire with opaque top and translucent or perforated sides, designed to emit most light downward.
<b><i>Pedestrian Hardscape</i></b>	Stone, brick, concrete, asphalt or other similar finished surfaces intended primarily for walking, such as sidewalks and pathways.
<b><i>Photoelectric Switch</i></b>	A control device employing a photocell or photodiode to detect daylight and automatically switch lights off when sufficient daylight is available.
<b><i>Property line</i></b>	The edges of the legally-defined extent of privately owned property.

**X. DEFINITIONS - Ordinance Text**

<i><b>Relative photometry</b></i>	Photometric measurements made of the lamp plus luminaire, and adjusted to allow for light loss due to reflection or absorption within the luminaire. Reference standard: IES LM-63.
<i><b>Repair(s)</b></i>	The reconstruction or renewal of any part of an existing luminaire for the purpose of its on-going operation, other than relamping or replacement of components including capacitor, ballast or photocell. Note that retrofitting a luminaire with new lamp and/or ballast technology is not considered a repair and for the purposes of this ordinance the luminaire shall be treated as if new. "Repair" does <b>not</b> include normal relamping or replacement of components including capacitor, ballast or photocell.
<i><b>Replacement Lighting</b></i>	Lighting installed specifically to replace existing lighting that is sufficiently broken to be beyond repair.
<i><b>Sales area</b></i>	Uncovered area used for sales of retail goods and materials, including but not limited to automobiles, boats, tractors and other farm equipment, building supplies, and gardening and nursery products.
<i><b>Seasonal lighting</b></i>	Temporary lighting installed and operated in connection with holidays or traditions.
<i><b>Shielded Directional Luminaire</b></i>	A luminaire that includes an adjustable mounting device allowing aiming in any direction and contains a shield, louver, or baffle to reduce direct view of the lamp.
<i><b>Sign</b></i>	Advertising, directional or other outdoor promotional display of art, words and/or pictures.

**X. DEFINITIONS - Ordinance Text**

<b><i>Sky Glow</i></b>	The brightening of the nighttime sky that results from scattering and reflection of artificial light by moisture and dust particles in the atmosphere. Skyglow is caused by light directed or reflected upwards or sideways and reduces one's ability to view the night sky.
<b><i>Temporary lighting</i></b>	Lighting installed and operated for periods not to exceed 60 days, completely removed and not operated again for at least 30 days.
<b><i>Third Party</i></b>	A party contracted to provide lighting, such as a utility company.
<b><i>Time Switch</i></b>	An automatic lighting control device that switches lights according to time of day.
<b><i>Translucent</i></b>	Allowing light to pass through, diffusing it so that objects beyond cannot be seen clearly (not transparent or clear).
<b><i>Unshielded Luminaire</i></b>	A luminaire capable of emitting light in any direction including downwards.
<b><i>Uplight</i></b>	For an exterior luminaire, flux radiated in the hemisphere at or above the horizontal plane.
<b><i>Vertical Illuminance</i></b>	Illuminance measured or calculated in a plane perpendicular to the site boundary or property line.

## XI. OPTIONAL STREETLIGHT ORDINANCE - User's Guide

This section was added since the first public review. It is designed to work closely with the proposed revision to ANSI/IES RP-8 Standard Practice for Roadway and Street Lighting.

Street and roadway lighting is one of the world's largest causes of artificial skyglow. Many adopting agencies will recognize that the MLO will make privately owned lighting more efficient and environmentally responsible than their street lighting systems. But because the process of designing street lighting often requires more precise lighting calculations, applying the MLO directly to street lighting is not advised. Using existing standards of street lighting is recommended, particularly IES RP-8 and AASHTO standards.

Until a new recommended practice for street lighting can be developed, this section can serve to prevent most of the uplight of street lighting systems without setting specific requirements for the amount of light, uniformity of light, or other performance factors. Adopting agencies should include these basic improvements to street lighting along with regulations to private lighting.

Lighting streets with "period" ornamental luminaires that evoke the look of a time when the light source was a gas flame can cause glare if high-lumen lamps are used. Such ornamental street lights should not exceed a BUG rating of G1. If additional illuminance and/or uniformity is desired, the ornamental fixtures should be supplemented by higher mounted fully shielded luminaires, as illustrated in RP-33-99.

Few street lighting warranting processes exist. The adopting agency needs to gauge whether a complex warranting systems is required, or if a simple one using posted speeds, presence of pedestrians, or other practical considerations is sufficient.

Examples of a current street lighting warranting system are included in the Transportation Association of Canada's Guide for the Design of Roadway Lighting 2006.

## XI. OPTIONAL STREETLIGHT ORDINANCE - Ordinance Text

***Note to the adopting authority: the intent of this section is that it only applies to streets and not to roadways or highways.***

### A. Preamble

The purpose of this Ordinance is to control the light pollution of street lighting, including all collectors, local streets, alleys, sidewalks and bike-ways, as defined by ANSI/IES RP-8 Standard Practice for Roadway and Street Lighting and in a manner consistent with the Model Lighting Ordinance.

### B. Definitions

Roadway or Highway lighting is defined as lighting provided for freeways, expressways, limited access roadways, and roads on which pedestrians, cyclists, and parked vehicles are generally not present. The primary purpose of roadway or highway lighting is to help the motorist remain on the roadway and help with the detection of obstacles within and beyond the range of the vehicle's headlights.

Street lighting is defined as lighting provided for major, collector, and local roads where pedestrians and cyclists are generally present. The primary purpose of street lighting is to help the motorist identify obstacles, provide adequate visibility of pedestrians and cyclists, and assist in visual search tasks, both on and adjacent to the roadway.

Ornamental Street Lighting is defined as a luminaire intended for illuminating streets that serves a decorative function in addition to providing optics that effectively deliver street lighting. It has a historical period appearance or decorative appearance, and has the following design characteristics:

- designed to mount on a pole using an arm, pendant, or vertical tenon;
- opaque or translucent top and/or sides;
- an optical aperture that is either open or enclosed with a flat, sag or drop lens;
- mounted in a fixed position; and
- with its photometric output measured using Type C photometry per IESNA LM-75-01.

**XI. OPTIONAL STREETLIGHT ORDINANCE - Ordinance Text*****C. Scope***

All street lighting not governed by regulations of federal, state or other superceding jurisdiction.

***EXCEPTION:*** lighting systems mounted less than 10.5 feet above street level and having less than 1000 initial lumens each.

***D. Master Lighting Plan***

The Authority shall develop a Master Lighting Plan based on the American Association of State Highway and Transportation Officials (AASHTO) Roadway Lighting Design Guide GL-6, October 2005, Chapter 2. Such plan shall include, but not be limited to, the Adoption of Lighting Zones and:

1. Goals of street lighting in the jurisdiction by Lighting Zone
2. Assessment of the safety and security issues in the jurisdiction by Lighting Zone
3. Environmentally judicious use of resources by Lighting Zone
4. Energy use and efficiency by Lighting Zone
5. Curfews to reduce or extinguish lighting when no longer needed by Lighting Zone

***E. Warranting***

The Authority shall establish a warranting process to determine whether lighting is required. Such warranting process shall not assume the need for any lighting nor for continuous lighting unless conditions warrant the need. Lighting shall only be installed where warranted.

**XI. OPTIONAL STREETLIGHT ORDINANCE - Ordinance Text*****F. Light Shielding and Distribution***

All street lighting shall have no light emitted above 90 degrees.

Exception: Ornamental street lighting for specific districts or projects shall be permitted by special permit only, and shall meet the requirements of Table H below without the need for external field-added modifications.

**Table H - Uplight Control Requirements  
for Ornamental Street Lights -  
by Special Permit Only**

<b>Lighting Zone</b>	<b>Maximum Uplight Rating</b>
<b>LZ-0</b>	<b>U-0</b>
<b>LZ-1</b>	<b>U-1</b>
<b>LZ-2</b>	<b>U-2</b>
<b>LZ-3</b>	<b>U-3</b>
<b>LZ-4</b>	<b>U-4</b>





# Benefits of Natural Night Skies with Outdoor Lighting for a Better Boulder City

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Ashley Pipkin, National Park Service Biologist,  
Living in Boulder City for 9 years





# I Measure Night Sky Quality

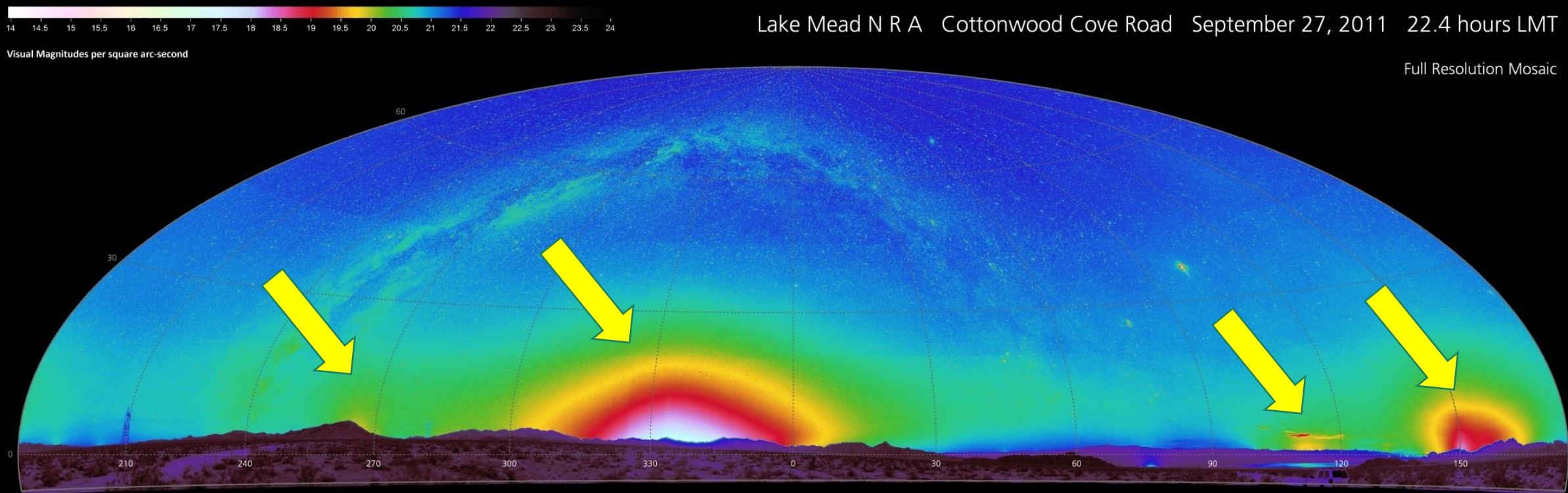


# Lake Mead National Recreation Area

## Cottonwood Cove

All-Sky SQI= 65.9

Number of Stars Visible: ~2,840 out of ~4,711



U.S. National Park Service  
Night Skies Program

Data collected by: D Duriscoe, B Meadows  
Data processed by: D Duriscoe

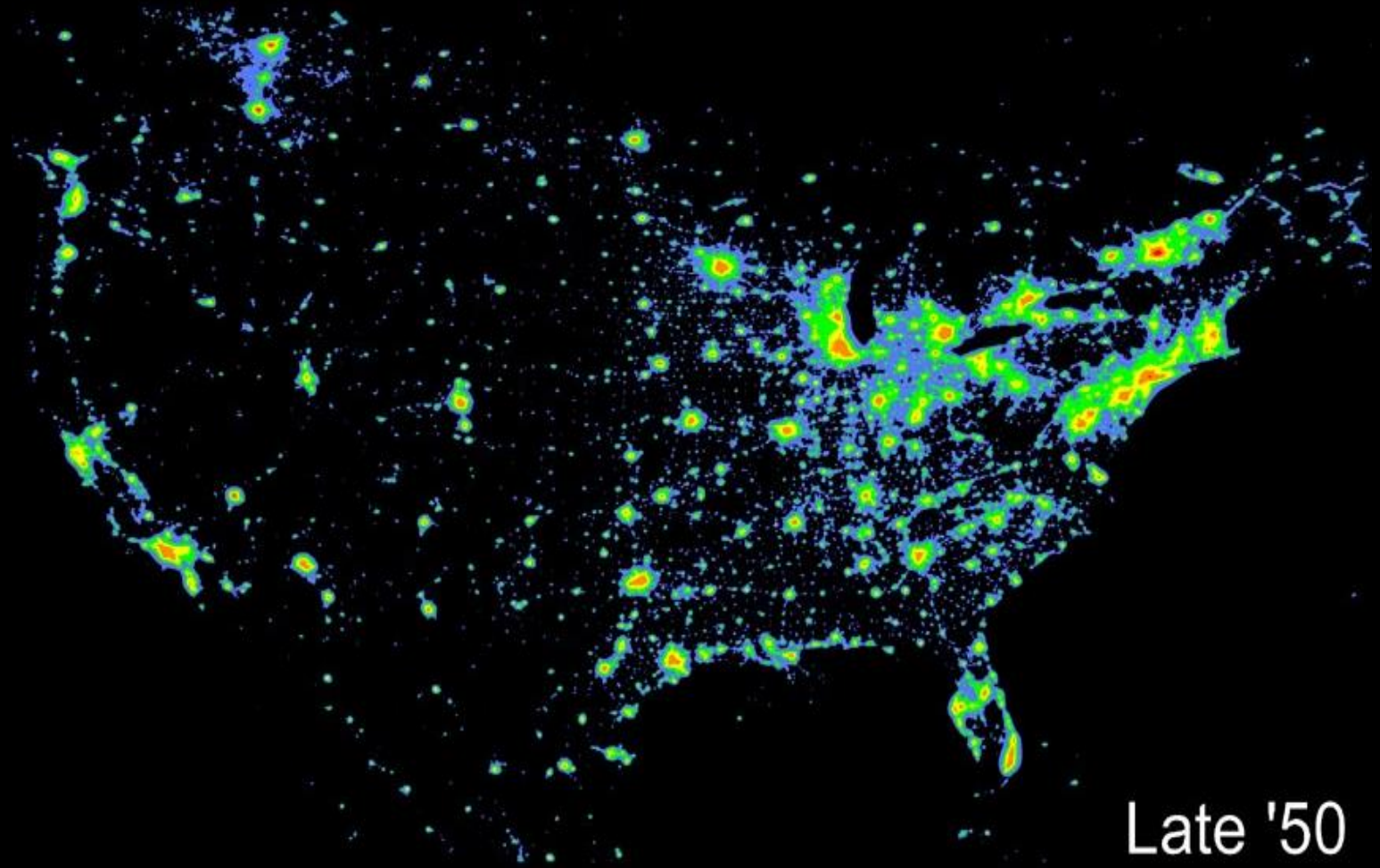
Hammer-Aitoff Equal Area Projection

# Light Pollution

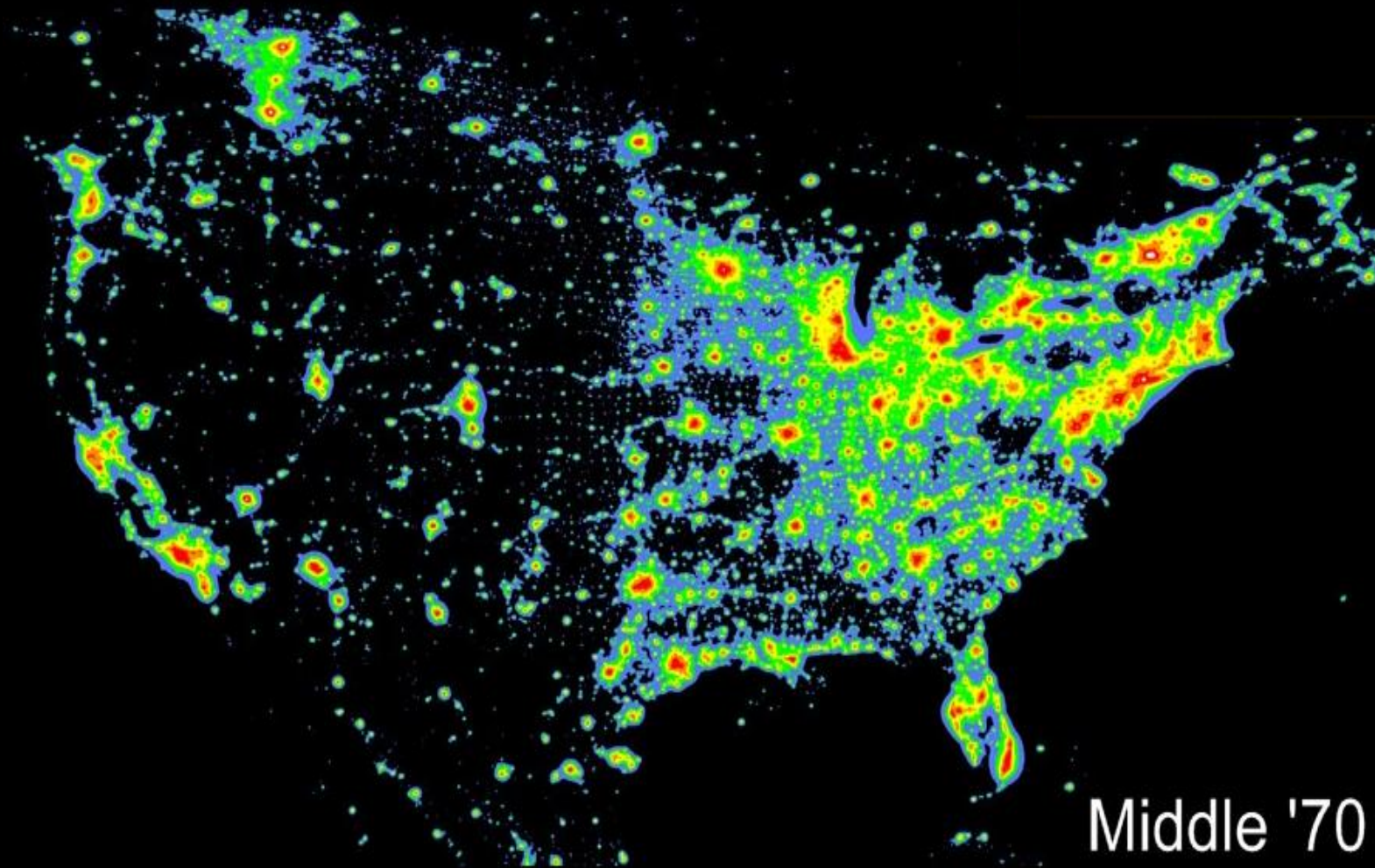
Excessive, misdirected, or obtrusive artificial **light**.







Boulder City's incorporation ceremony took place on January 4, 1960. The night sky would have looked like this when Boulder City was established.

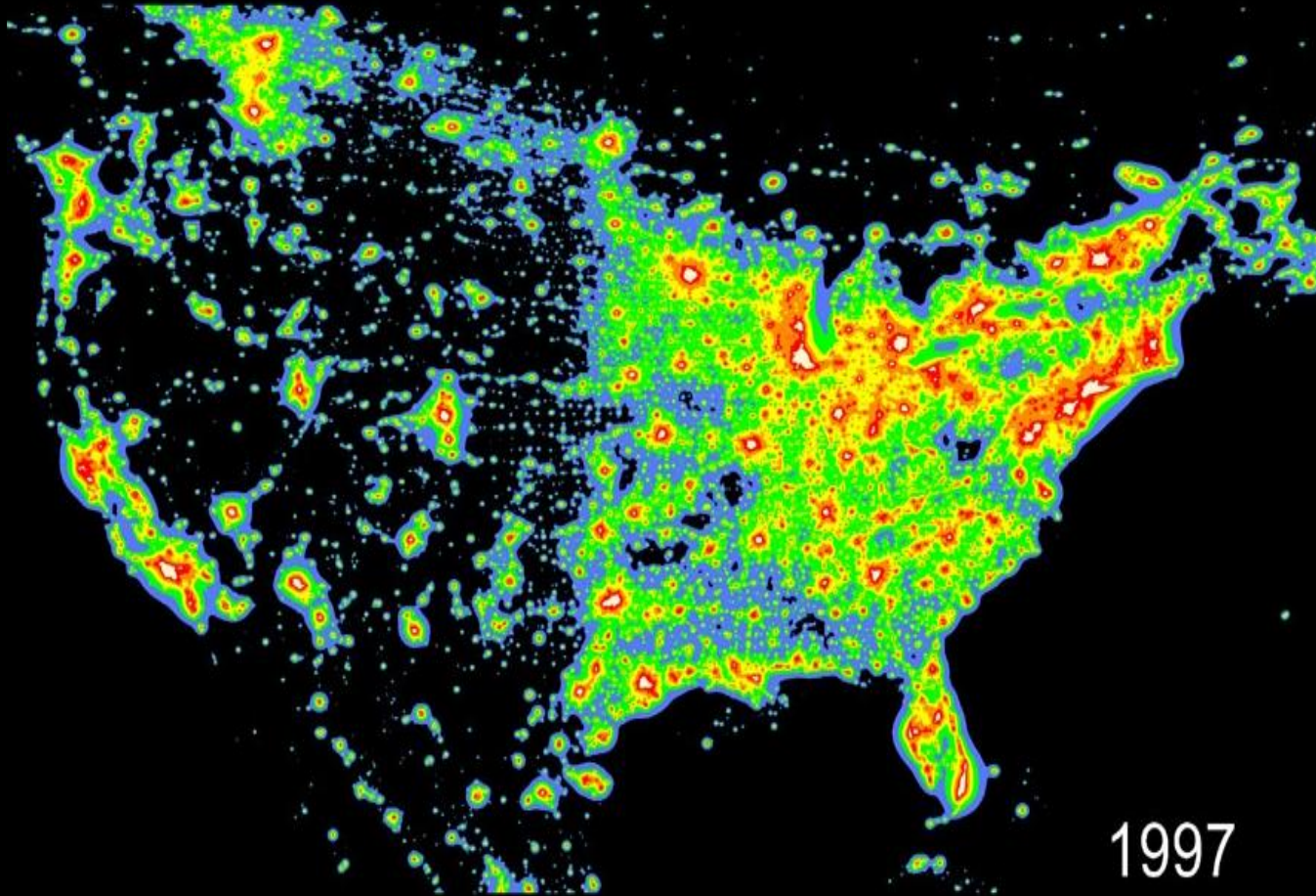


Astronauts using Fisher Space Pens would have looked down to see America look like this.



# Artificial Night Sky Brightness due to Light Pollution.

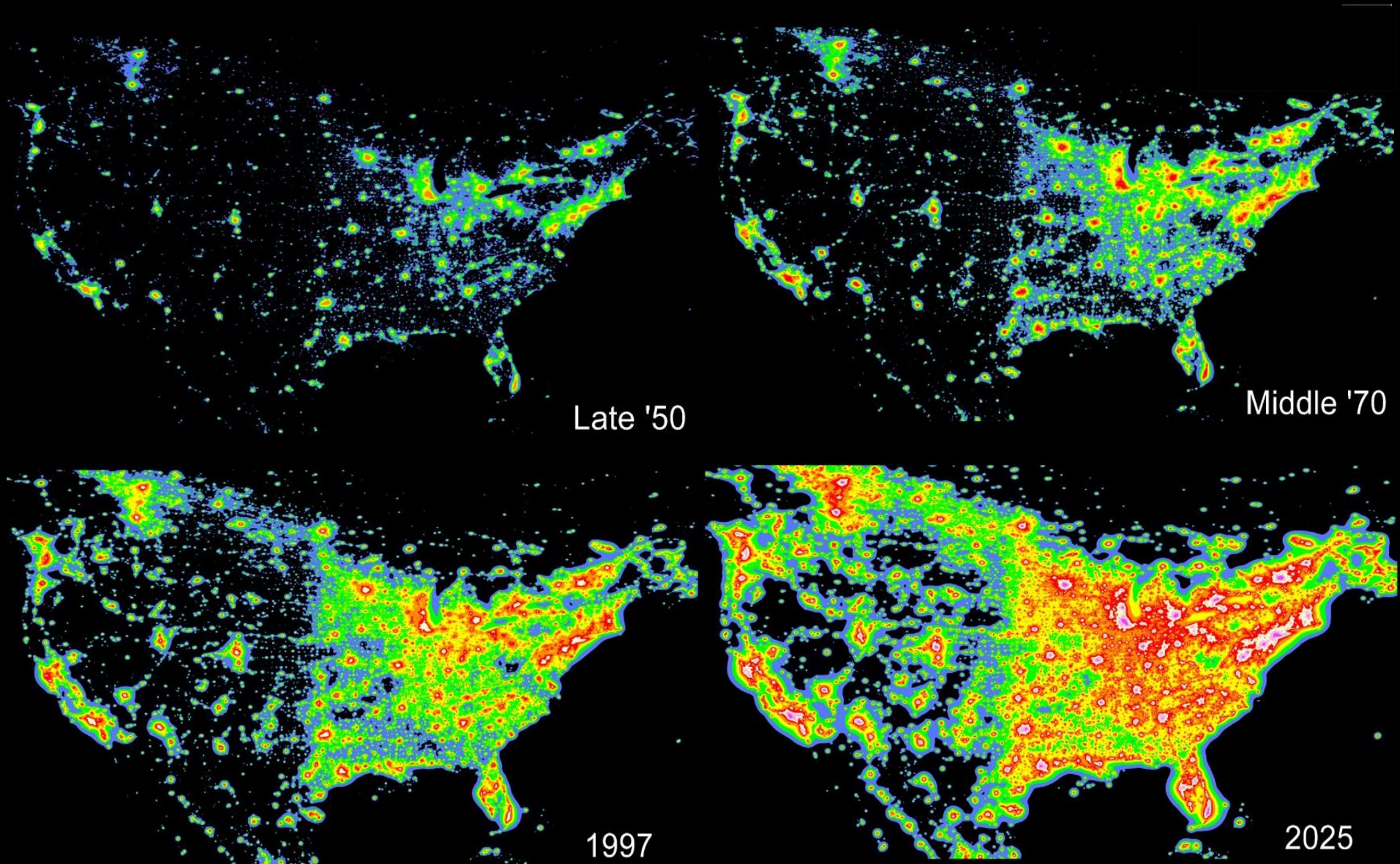
*Cinzano, Falchi, and Elvidge 2001*



The Pat Tillman Bridge hadn't  
broken ground yet.

# Artificial Night Sky Brightness due to Light Pollution.

*Cinzano, Falchi, and Elvidge 2001*





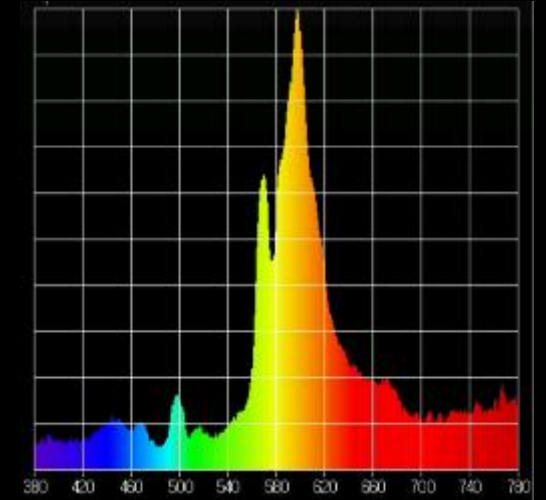
# A case study: Changes in Night Sky Brightness after a Countywide LED Lighting Retrofit (from HPS)



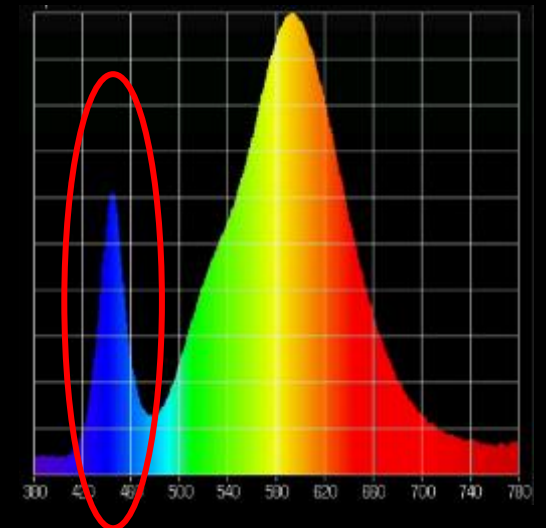


# Changes in technology should come with thoughtful planning

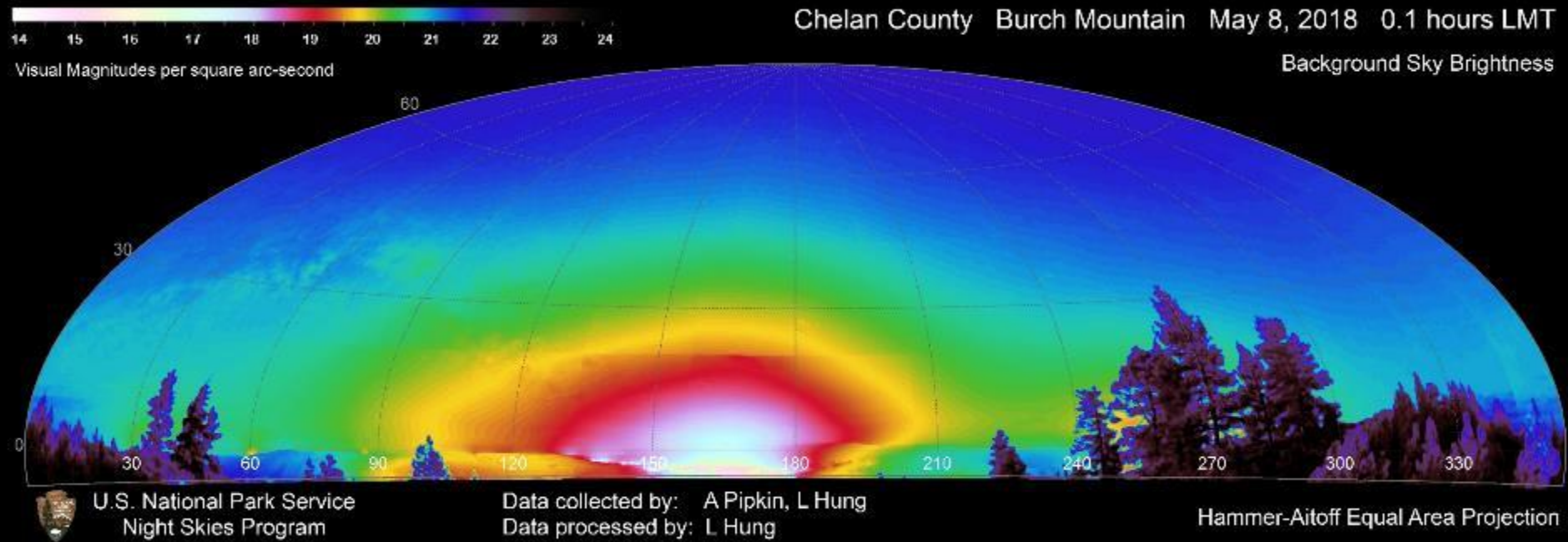
Old HPS  
2200 K



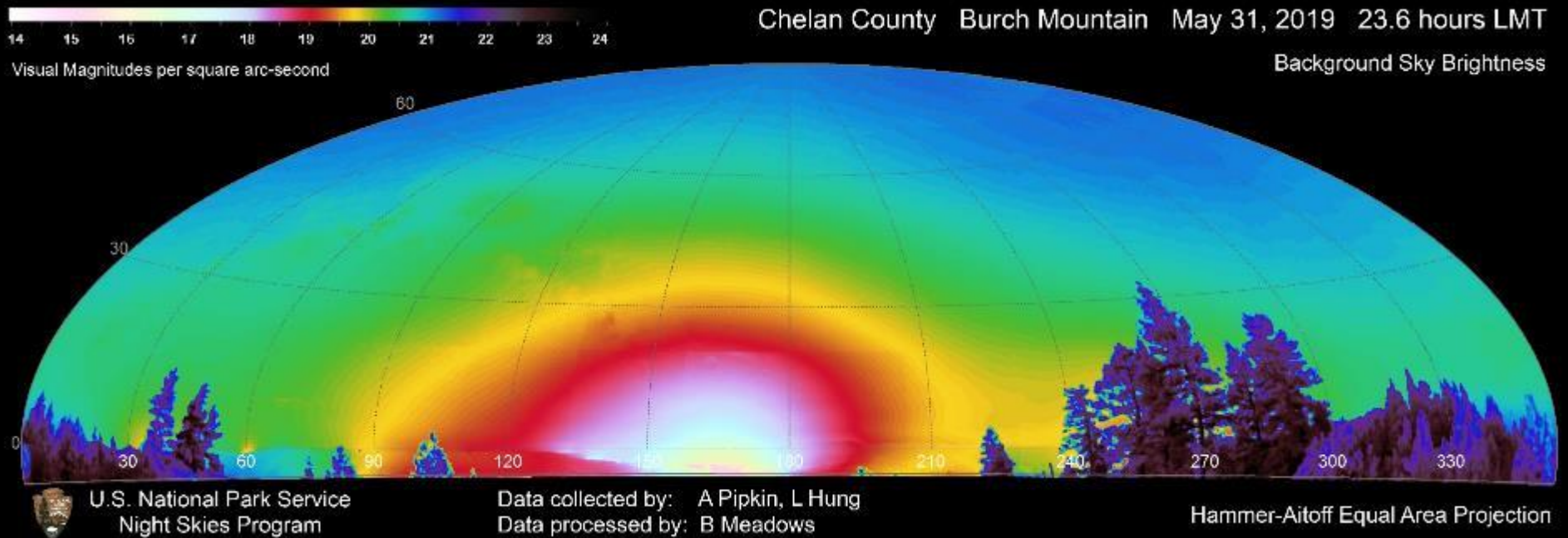
New LED  
3000 K



**Before**  
(HPS Lights)



**After**  
(LED Lights)





# Outdoor Lighting for a Better Boulder City



Ashley Pipkin, National Park Service Employee,  
Living in Boulder City for 9 years





## Historic Community Character

There is a warmth that resonates when you visit a historic town. Blue lights provide increased glare and a sense you have just walked into a hospital or grocery store. To improve the ambience of the community many historic centers are switching to warmer lights.



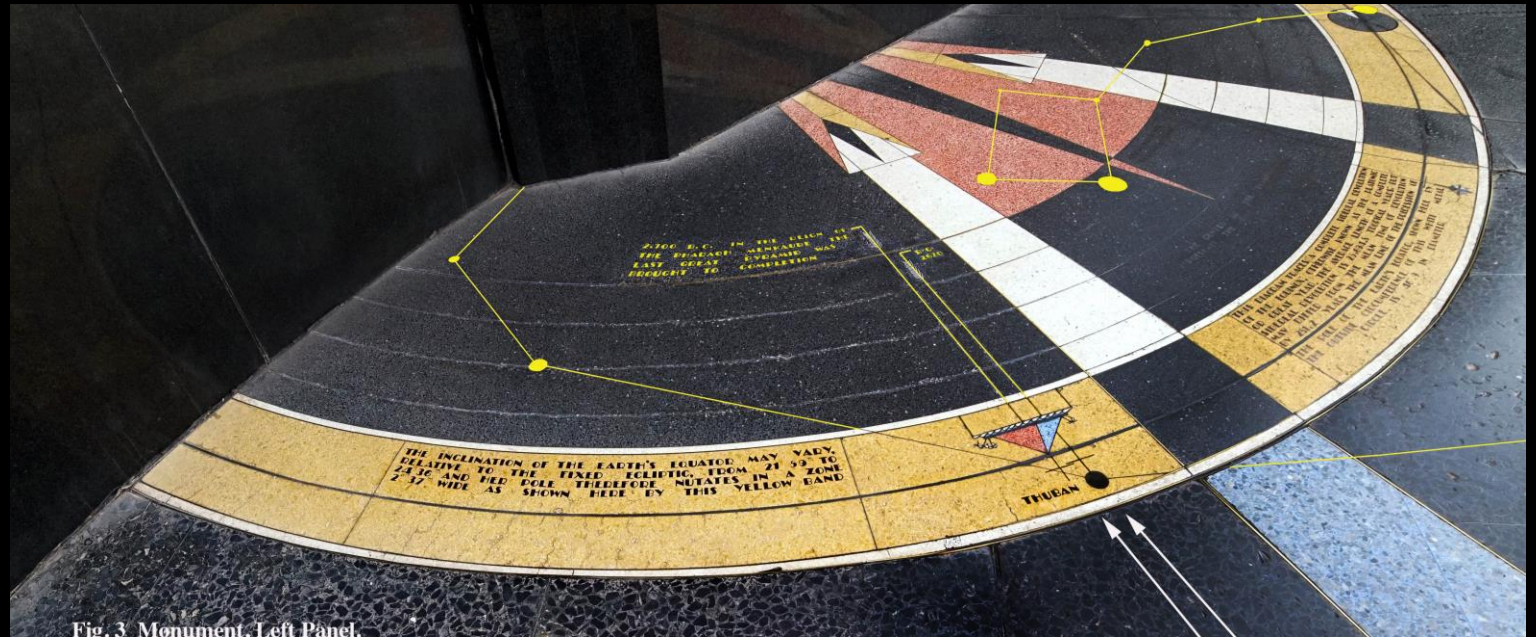
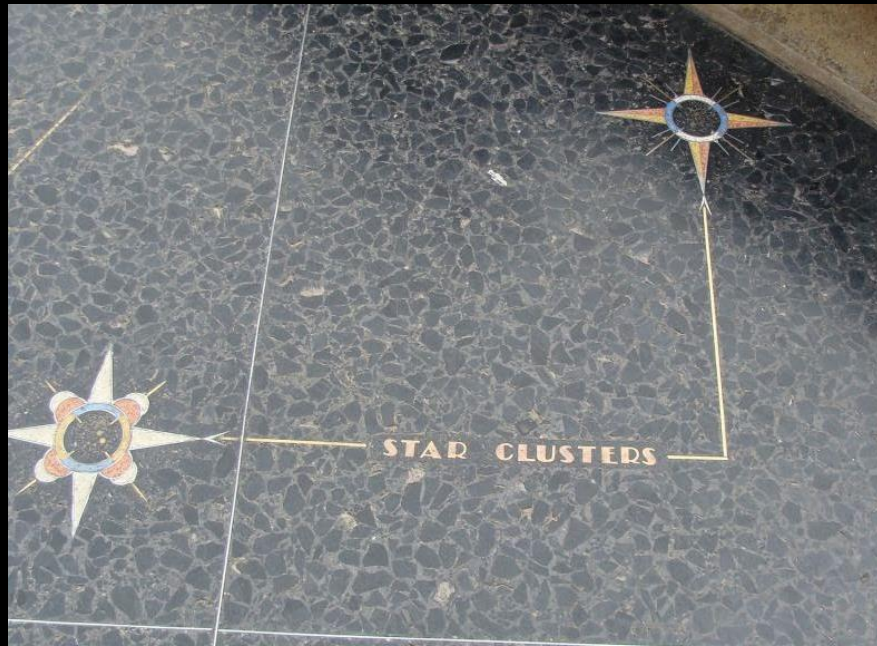


Fig. 3 Monument, Left Panel.



# Connection to our past: Hoover Dam

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# Night Sky Lighting is Safer

- GLARE from harsh abundant light can make it hard to see at night.
- 3 ways to minimize GLARE
  - Shield lights
  - Use Warmer Colors
  - Dim Lights

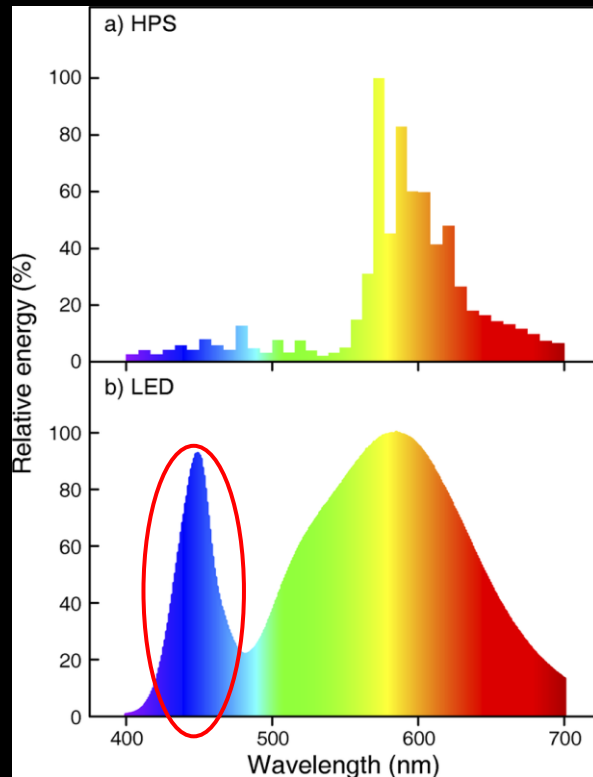


# Night Sky Lighting is Healthier

Lights should have a CCT under 3000K and minimize short wavelength (blue) light.

Previous  
lights in BC  
2200 K

Current lights in  
BC are 4500K



## To improve health, cities are changing their streetlights

By Hailey Middlebrook and Special to CNN  
Updated 5:58 AM EDT, Thu September 29, 2016



1 of 5

PHOTO: LA Bureau of Street Lighting

The Sixth Street bridge over the Los Angeles River looks a bit different with old, left, and new streetlights.



## AMA Adopts Guidance to Reduce Harm from High Intensity Street Lights

For immediate release: Jun 14, 2016

# Night Sky Lighting Highlights the Natural Beauty of Boulder City

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Boulder City Dump with the super moon in the background





# The Alternative to Good Lighting



TRENDING

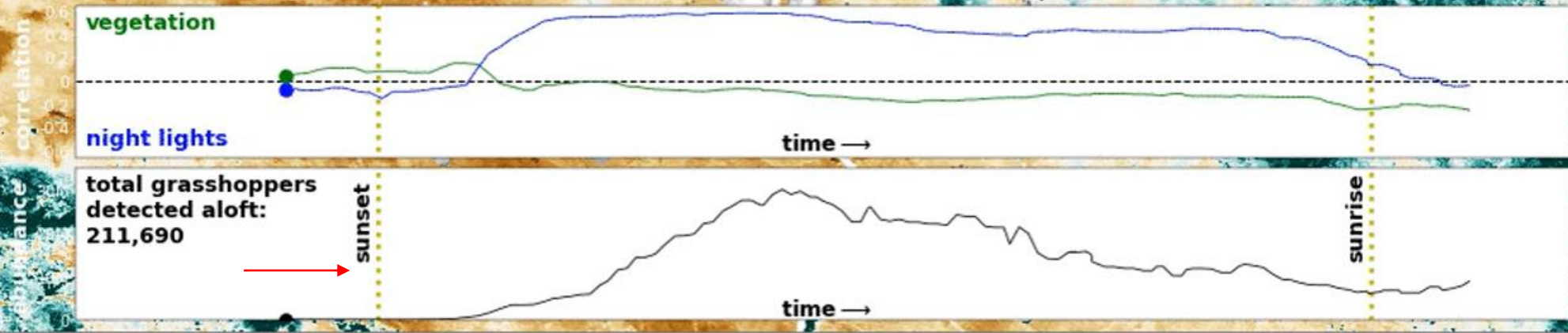
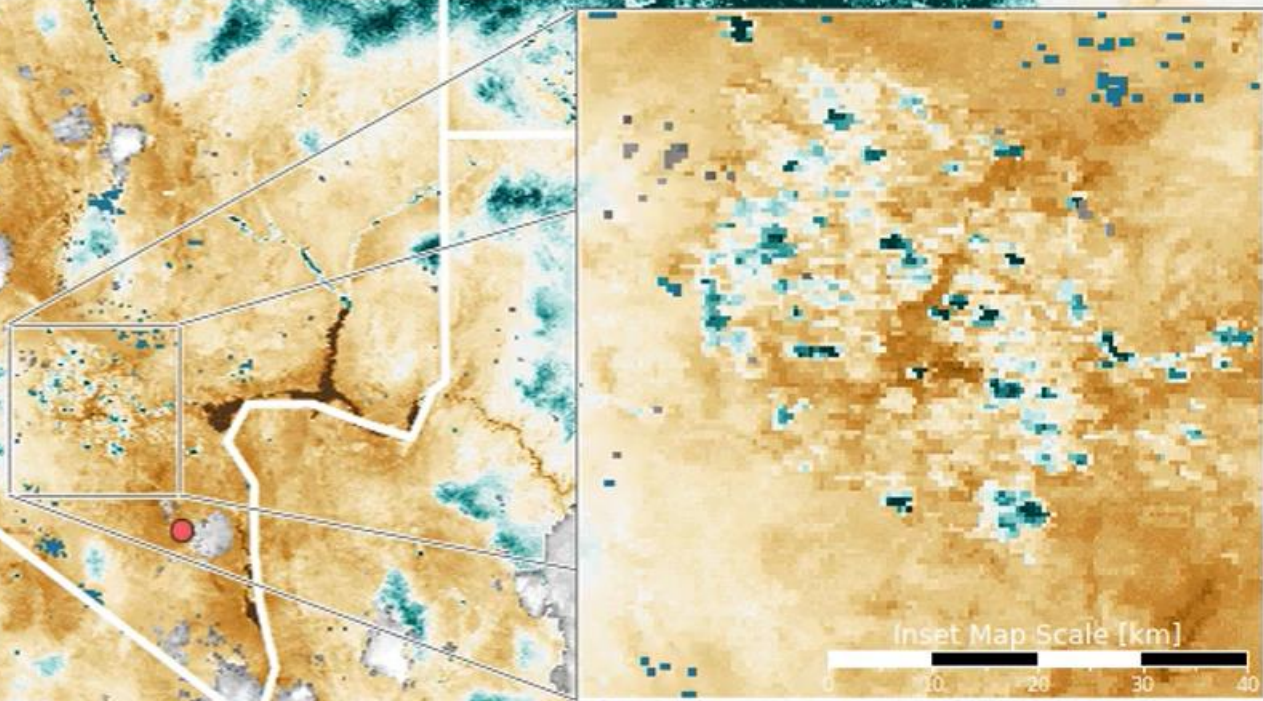
July 29, 2019 10:12 am

## Grasshoppers invade Las Vegas Strip in apocalyptic swarm





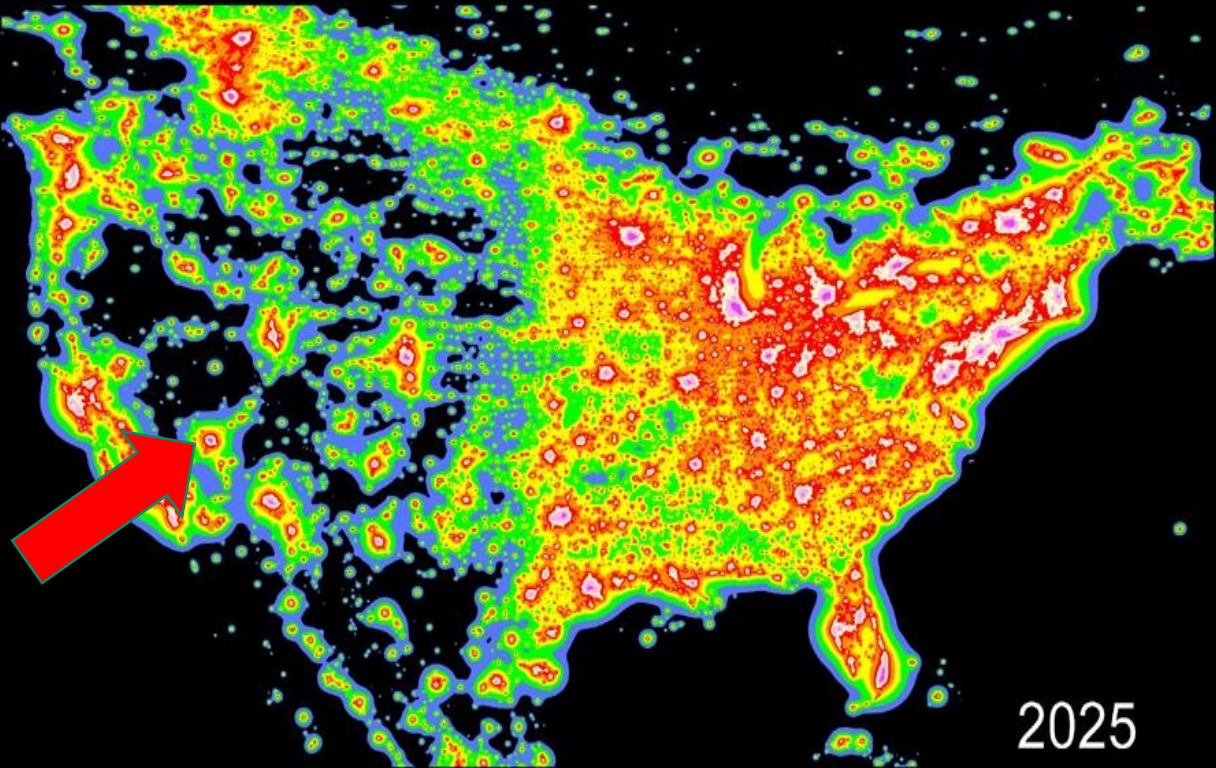
July 26, 2019  
01:54 UTC





# Night Sky Lighting Promotes AstroTourism

The Dark Skies on the Colorado Plateau are estimated to bring in 2.5 billion dollars in 10 years



	NPS Lodge	NPS Other	Total
2014	173,974,811	111,493,675	285,468,486
2015	166,192,206	109,102,504	275,294,711
2016	158,852,500	106,838,790	265,691,290
2017	151,922,374	104,695,525	256,617,898
2018	145,371,576	102,666,263	248,037,839
2019	139,172,610	100,745,020	239,917,629
2020	133,300,455	98,926,197	232,226,653
2021	127,732,316	97,204,542	224,936,858
2022	122,447,398	95,575,101	218,022,500
2023	117,426,710	94,033,201	211,459,911
Total	1,436,392,956	1,021,280,818	2,457,673,774

SB52

HOME / [BILLS AND RESOLUTIONS](#) / [SENATE BILLS](#) / SB52

Overview

Text

Amendments 0

Votes 2

Fiscal Notes 1

Meetings 4

Exhibits 16

Summary

Requires the establishment of a program for awarding a dark sky designation to certain sites in this State. 427)

Introduction Date

Wednesday, November 18, 2020

Fiscal Notes

Effect on Local Government: No.

Effect on the State: Yes.

Primary Sponsor

Senate Committee on Natural Resources

View Title and Digest

Most Recent History Action

Approved by the Governor, Chapter 25.

\*Dr. David M. Mitchell, Dr. Terrel Gallaway



Night Sky Lighting is Enjoyable for Residents



# Night Sky Lighting Reduces Excessive Harmful Light



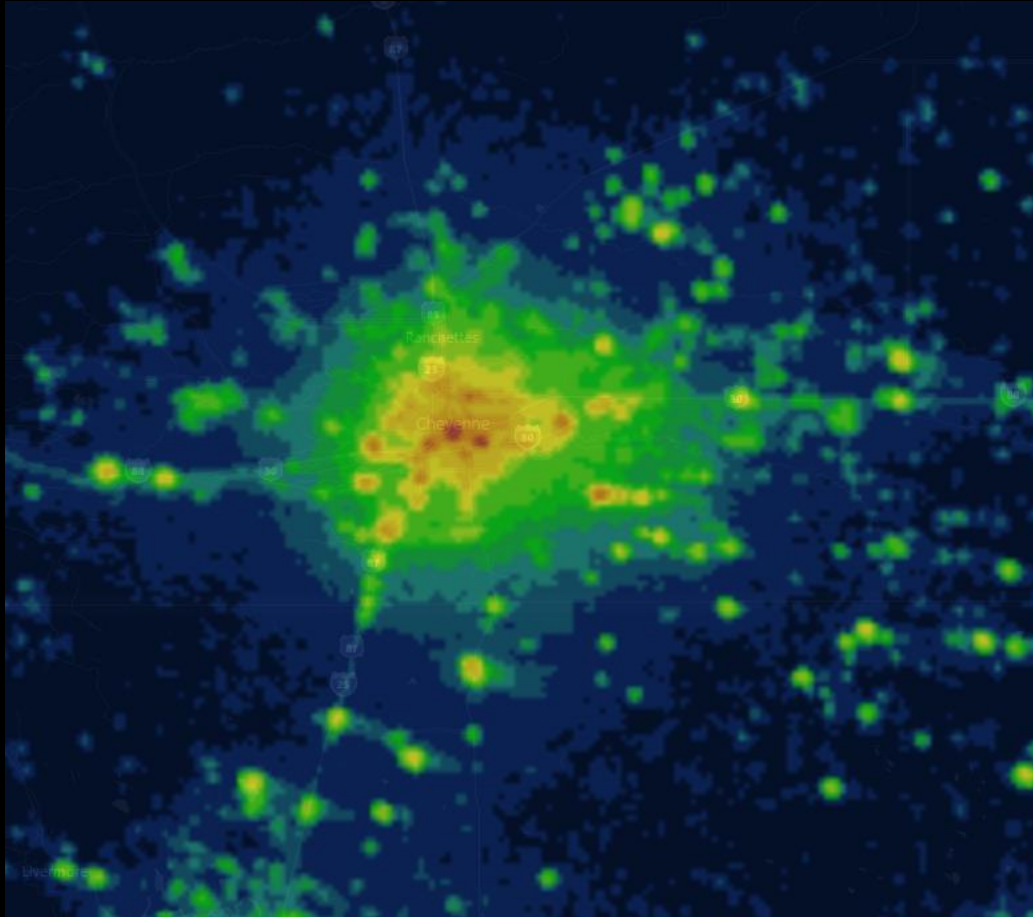
**Before the retrofit** artificial shines on the mountain



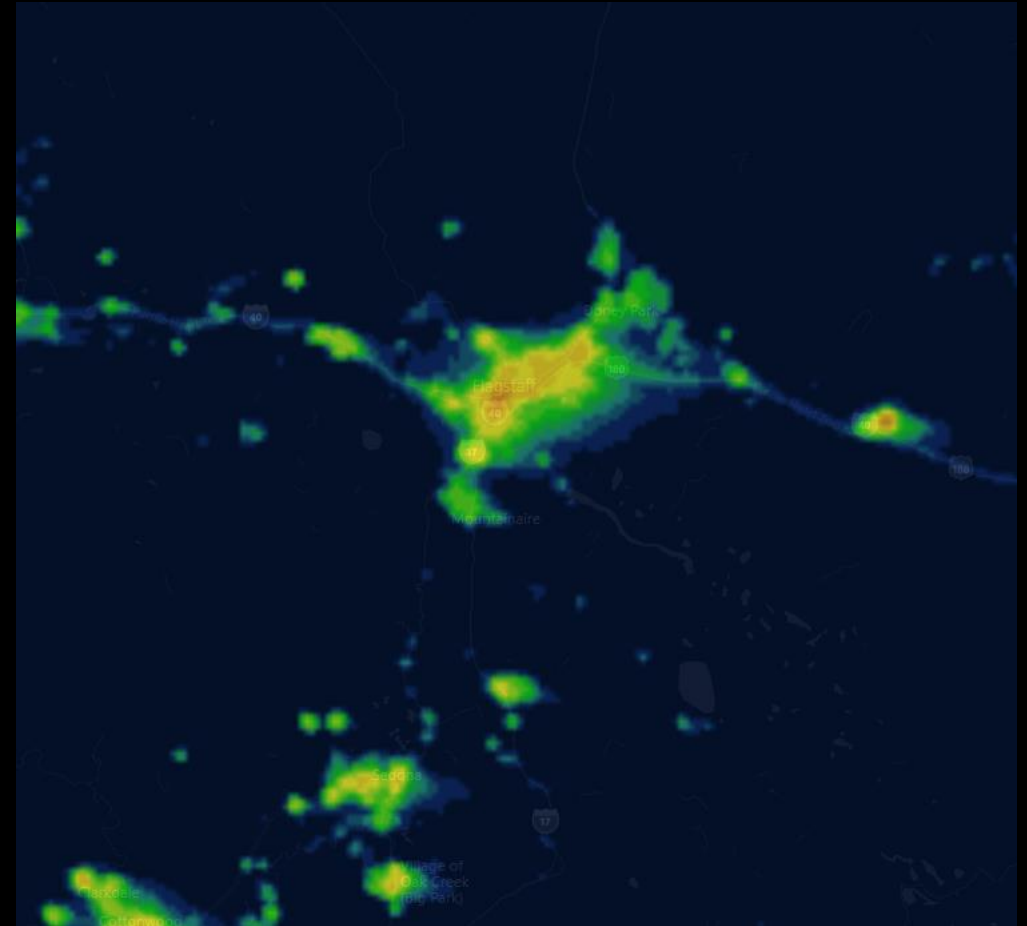
**After the retrofit** the light is useful not excessive

# Night Sky Friendly Lighting Makes a Difference

Reduce skyglow from distant cities with simple outdoor lighting retrofits

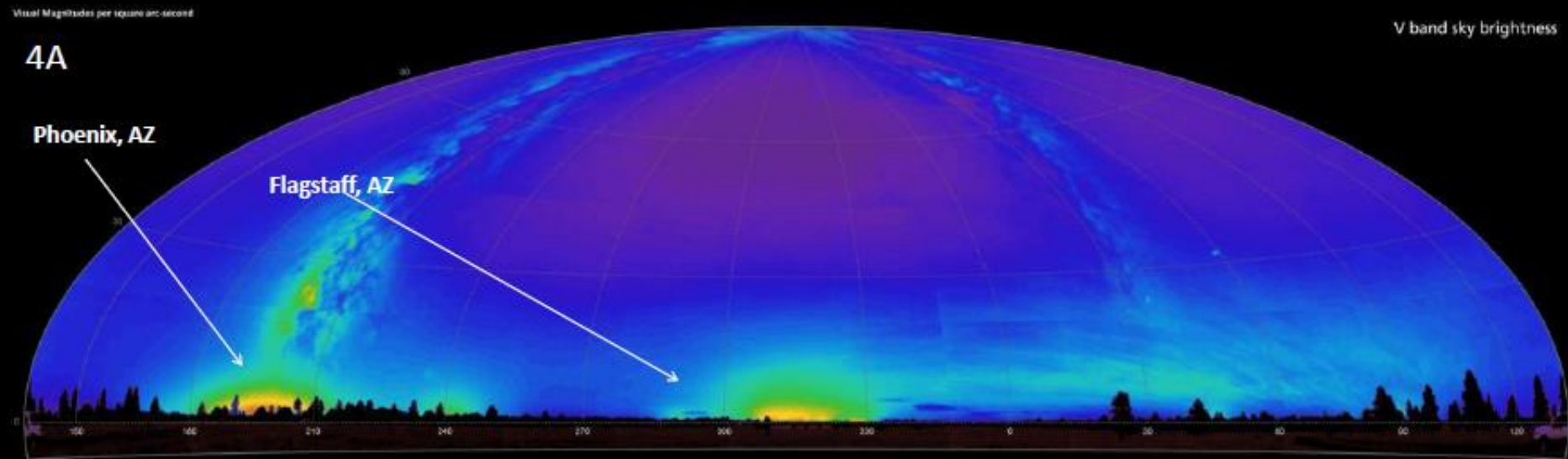
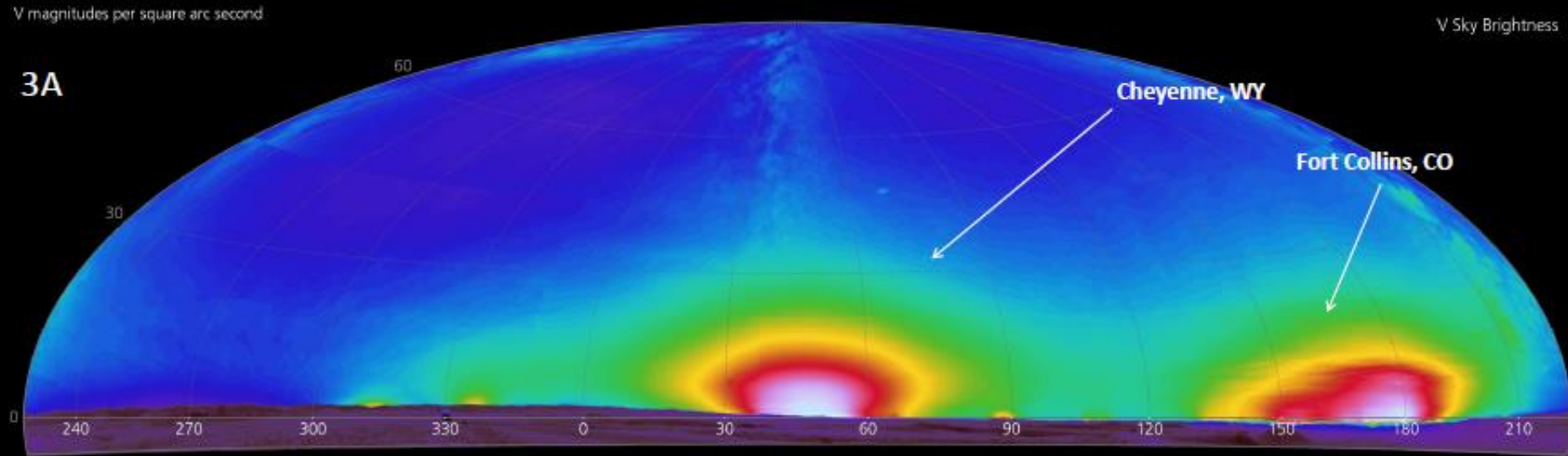


Cheyenne WY Population 63,607



Flagstaff, AZ Population 72,402

# Night Sky Friendly Lighting Makes a Difference

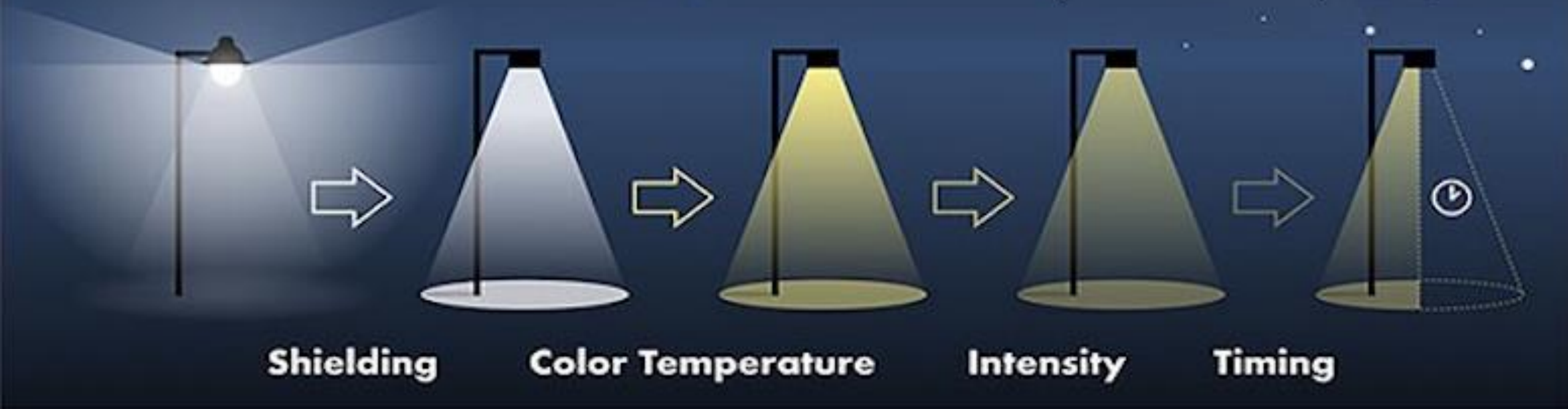




- What we have learned from measuring the transition from HPS to LED that we can use to inform Boulder City:
  - Fully Shielding is not enough
  - Lights need to have a warmer color temperature (CCT)
  - In Chelan lights needed to be dimmed by 50% to start to see any improvement in sky quality.
  - Putting controls on lighting can work towards achieving a communities lighting goals.







# Simple Steps

Will NOT make it too dark to see!

## Night Sky Friendly Lighting

**Will**

Reduce  
energy  
costs

Improve  
quality of  
life for  
residents

Enhance  
natural  
beauty &  
historic  
character

Set  
Boulder  
City apart  
from Las  
Vegas

Increase  
Safety

Promote  
tourism

The City of Boulder's mission is to deliver outstanding services to enhance the quality of life within our community, our economic vitality, and the safety of those who reside, work in, visit, or travel through our community.



# Extra Slides

- Current lights in Boulder City are 4500K some of the bluest and brightest and worse for historical character.
- We can purchase dimmers for the lights we have but cannot change the color
- We should be looking for opportunities to purchase new lights

# American Medical Association: Solid State LED community lighting

Support  
conversion to  
LED

Minimize blue  
light

Lights  
properly  
shielded

Use 3000 K or  
lower for  
outdoor  
installations  
like roads

Use dimming  
controls  
off-peak

## REPORT OF THE COUNCIL ON SCIENCE AND PUBLIC HEALTH

CSAPH Report 2-A-16

Subject: Human and Environmental Effects of Light Emitting Diode (LED) Community Lighting

Presented by: Louis J. Kraus, MD, Chair

Referred to: Reference Committee E  
(Theodore Zanker, MD, Chair)

### INTRODUCTION

With the advent of highly efficient and bright light emitting diode (LED) lighting, strong economic arguments exist to overhaul the street lighting of U.S. roadways.<sup>1,2</sup> Valid and compelling reasons driving the conversion from conventional lighting include the inherent energy efficiency and longer lamp life of LED lighting, leading to savings in energy use and reduced operating costs, including taxes and maintenance, as well as lower air pollution burden from reduced reliance on fossil-based carbon fuels.

Not all LED light is optimal, however, when used as street lighting. Improper design of the lighting fixture can result in glare, creating a road hazard condition.<sup>4,5</sup> LED lighting also is available in various color correlated temperatures. Many early designs of white LED lighting generated a color spectrum with excessive blue wavelength. This feature further contributes to disability glare, i.e., visual impairment due to stray light, as blue wavelengths are associated with more scattering in the human eye, and sufficiently intense blue spectrum damages retinas.<sup>6,7</sup> The excessive blue spectrum also is environmentally disruptive for many nocturnal species. Accordingly, significant human and environmental concerns are associated with short wavelength (blue) LED emission. Currently, approximately 10% of existing U.S. street lighting has been converted to solid state LED technology, with efforts underway to accelerate this conversion. The Council is undertaking this report to assist in advising communities on selecting among LED lighting options in order to minimize potentially harmful human health and environmental effects.

### METHODS

English language reports published between 2005 and 2016 were selected from a search of the PubMed and Google Scholar databases using the MeSH terms "light," "lighting methods," "color," "photostimulation," and "adverse effects," in combination with "circadian rhythm/physiology/radiation effects," "radiation dosage/effects," "sleep/physiology," "ecosystem," "environment," and "environmental monitoring." Additional searches using the text terms "LED" and "community," "street," and "roadway lighting" were conducted. Additional information and perspective were supplied by recognized experts in the field.

### ADVANTAGES AND DISADVANTAGES OF LED STREET LIGHTS

© 2016 American Medical Association. All rights reserved.

Action of the AMA House of Delegates: 2016 Annual Meeting: Council on Science and Public Health Report 2 Recommendations Adopted and Remainder of Report Filed.

## **B1907 - Land Sale on Claremont**

### **SUBJECT:**

Introduction of Bill No. 1907, an ordinance of the City of Boulder City, Nevada approving Agreement No. 21-1943, a land sales agreement between the City of Boulder City and Mark Wells for approximately 3,661 square feet of land, also known as Tract 355, immediately adjacent to 383 Claremont Street

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
▣ Staff Report	Cover Memo
▣ Bill No 1907	Ordinance
▣ Agreement No 21-1943	Exhibit
▣ Agreement Information Form	Backup Material
▣ Tract 355 Map	Backup Material
▣ City prepared location map	Backup Material



**BOULDER CITY  
CITY COUNCIL**

**MAYOR**  
KIERNAN McMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



**MEETING LOCATION:**  
**CITY COUNCIL CHAMBER**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**MAILING ADDRESS:**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**WEBPAGE:**  
WWW.BCNV.ORG



**CITY MANAGER:**  
TAYLOUR TEDDER, CECD

**CITY ATTORNEY:**  
BRITTANY LEE WALKER, ESQ

**CITY CLERK:**  
TAMI MCKAY, MMC, CPO

**ADMINISTRATIVE SERVICES DIRECTOR:**  
BRYCE BOLDT

**COMMUNITY DEVELOPMENT DIRECTOR:**  
MICHAEL MAYS, AICP

**PUBLIC WORKS DIRECTOR:**  
KEEGAN LITTELL, P.E.

**UTILITIES DIRECTOR (ACTING):**  
KEEGAN LITTELL, P.E.

**POLICE CHIEF:**  
TIM SHEA

**FIRE CHIEF:**  
WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 13 Staff Report

**TO:** Taylour Tedder, City Manager

**FROM:** Diane Pelletier, Finance Director

**DATE:** September 14, 2021

**SUBJECT:** Introduction of Bill No. 1907, an ordinance of the City of Boulder City approving Agreement No. 21-1943, a land sales agreement between the City of Boulder City and Mark Wells for approximately 3,661 square feet of land, also known as Tract 355, immediately adjacent to 383 Claremont Street

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** It is requested that the City Council introduce Bill No. 1907, which approves land sales Agreement No. 21-1943 between the City and Mark Wells for land adjacent to 383 Claremont Street.

## **Overview:**

- Mark Wells filed a request to purchase approximately 3650 square feet of land adjacent to his parcel at 383 Claremont Street
- City Council authorized the appraisal to be conducted under Resolution No. 7211 on January 12, 2021
- The average of the two appraisals for the requested purchase is \$36,300
- City prepared Tract 355 to sell to Mr. Wells and incorporated into the Sales Agreement

**Background Information:** Mark Wells, who owns a vacant lot located at 383 Claremont Street, filed a request with the City to purchase a triangular-shaped piece of property from the city immediately adjacent to his parcel on the east side. The City Council considered the initial



request and authorized the appraisal of the requested land to be purchased under Resolution No. 7211 at the regular meeting held on January 12, 2021.

As required by Nevada Revised Statutes, the City then ordered two appraisals. State Law requires that the minimum acceptable sales price be the average of the two appraisals. Approximately 8 weeks later, the two appraisals came back. The average sales price of the two appraisals came in at \$36,500 (\$14,600 and \$58,000 were the two appraisal values). Mr. Wells was notified of the sales price, and the City then ordered a formal survey of the parcel to be sold, the creation of a legal description, and preparation of the Tract Map – all necessary steps to be completed prior to the approval of the land sales agreement.

The Community Development Department and Public Works Department worked with Radig Engineering to develop the Tract Map. Preparation of the map included the abandonment of an existing easement and relocating the easement to the proposed east side of the new tract.

Agreement No. 21-1943 has been prepared with the sales price of \$36,500 for 3,660.98 square feet of land. Upon approval of the sales agreement, the City will prepare a quitclaim deed and record both documents with the County Recorder. The final sales price includes the cost of the two appraisals, the cost of the tract map preparation, and recording costs.

Financial: The City will receive the following at closing:

<b>Payment</b>	<b>Capital Improvement Fund</b>	<b>Land Development Fund</b>	<b>Total</b>
Land Sales Price	\$35,770	\$730	\$36,500
Appraisals <sup>1</sup>		4,000	4,000
Parcel Map <sup>1</sup>		4,800	4,800
Real Estate Transfer Tax <sup>2</sup>		186	186
<b>TOTAL</b>	<b>\$35,770</b>	<b>\$9,716</b>	<b>\$45,486</b>

Notes:

1. Appraisals and Parcel Map payments are reimbursements to the Land Development Fund
2. This will be paid to the County upon the recording of the Sales Contract and Quit Claim Deed. The Land Development Fund holds the money until it is paid.

Boulder City Strategic Plan Goal: The request is consistent with Goal C: Manage Growth and Development

Other: Claremont Street currently ends as a cul-de-sac. The cul-de-sac improvements are temporary and not dedicated as a formal right-of-way. Long-term, it is planned that the street will eventually be extended and either directly or indirectly be connected with Nevada Way as part of a future residential development. Timing for the release of City land for development has not been discussed nor determined.

The parcel being purchased is bordered on the east side by a small hill. Across the rear of the lot adjacent to the city parcel to be purchased is the sanitary sewer line for this side of Claremont.

The lot being purchased will be combined with the existing lot, creating a total lot size of 19,336 square feet. The minimum lot size for this zoning district (R1-15) is 15,000 square feet. The new lot width will be 160 feet (required minimum lot width is 100 feet). The new lot size dimensions will not be so large as to allow for a future lot split due to insufficient square footage and lot width. In comparison, the average lot size for homes on the north side of Claremont is 27,000 square feet, with the smallest being 20,701 square feet, and the average lot width is 194.5 feet, with the smallest being at 155 feet wide. The new lot size dimensions, while large for the minimum standards for the R1-15 zoning district, will be the smallest home lot for this side of the street and be average for lot width.

Department Recommendation: The Finance Department recommends that the City Council introduce Bill No. 1907, approving land sales Agreement No. 21-1943 between the City and Mark Wells for approximately 3,660 square feet of land immediately adjacent to 383 Claremont Street.

Attachment:

Bill No. 1907

Agreement No. 21-1943

Agreement Information Form

Tract 355 Map

Staff Prepared Location Map

Introduced by: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BOULDER CITY APPROVING AGREEMENT NO. 21-1943, A LAND SALES AGREEMENT BETWEEN THE CITY OF BOULDER CITY AND MARK WELLS FOR APPROXIMATELY 3,661 SQUARE FEET OF LAND, ALSO KNOWN AS TRACT 355, IMMEDIATELY ADJACENT TO 383 CLAREMONT STREET

The City Council of Boulder City do ordain:

Section 1. That Boulder City, Nevada does by this Ordinance hereby approve Agreement No. 21-1943 by and between Mark Wells, and the City of Boulder City for the purchase of approximately 3,660.87 square feet of land immediately adjacent to 383 Claremont Street.

Section 2. The City Council finds that the land sale is in the best interest of the City and the real property is a parcel that, as a result of its size, is too small to establish an economically viable use by anyone other than Mark Wells who owns real property adjacent to the real property.

Section 3. VALIDITY. Each section and each provision or requirement of any section of this ordinance shall be considered separable and the invalidity of any portion shall not affect the validity or enforceability of any other portion.

Section 4. PUBLICATION. The City Clerk shall cause this Ordinance to be published in summary on Friday, the \_\_\_\_\_ day of \_\_\_\_\_ 2021, in the *Las Vegas Review Journal*, a daily newspaper, published in Las Vegas, Nevada.

Section 5. EFFECTIVE. This Ordinance shall become effective, after its approval and publication, on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

APPROVED:

ATTEST:

\_\_\_\_\_  
Kiernan McManus, Mayor

\_\_\_\_\_  
Tami McKay, City Clerk

The foregoing Ordinance was first proposed and read by title to the City Council on the 14th day of September, 2021, which was a regular meeting; thereafter, on the 28th day of September 2021, a regular meeting was held and the proposed Ordinance was adopted by the following vote:

VOTING AYE:

VOTING NAY:

ABSENT:

APPROVED:

ATTEST:

---

Kiernan McManus, Mayor

---

Tami McKay, City Clerk

**LAND PURCHASE AND SALE AGREEMENT**  
**Boulder City Agreement No. 21-1943**

The parties make this agreement this \_\_\_\_th day of \_\_\_\_\_, 2021. This Agreement supersedes and replaces all obligations made in any prior contract to purchase or agreement for sale entered into by the parties.

1. **Parties:** The City of Boulder City, Nevada, a Nevada municipal corporation, the "SELLER," and Mark Wells, the "BUYER." The BUYER agrees to buy the premises described in paragraph 2 on the terms set forth below.
2. **Description of the Premises:** The premises consist of vacant land containing approximately 3,660.87 square feet, more or less, described as:

LEGAL DESCRIPTION  
TRACT 355

A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 4, IN TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 6-B, BLOCK 1, AS PER FILE 111, PAGE 83 OF PARCEL MAPS ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE SOUTH 6°52'00" EAST 136.19 FEET TO A POINT ON A CURVE CONCAVE THE SOUTH HAVING A RADIUS OF 45.00 FEET (RADIAL BEARINGS NORTH 5°38'59" EAST AND NORTH 34°29'45" WEST); THENCE SOUTHWESTERLY 31.53 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°08'44" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 35.00 FEET (RADIAL BEARINGS SOUTH 34°29'45" EAST AND SOUTH 2°51'10" WEST); THENCE SOUTHWESTERLY 22.81 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°20'55" TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 810.00 FEET (RADIAL BEARINGS SOUTH 2°51'10" WEST AND SOUTH 2°57'07" WEST); THENCE WESTERLY 1.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°05'57" TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF CLAREMONT STREET; THENCE NORTH 13°48'17" EAST 153.38 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,660.87 SQUARE FEET OR 0.08 ACRES MORE OF LESS.

Prepared by:  
Richard A. Ariotti, Nevada P.L.S. No. 7953  
Acting as Agent for:

E.G. Radig, Inc.  
1577 Foothill Drive #1  
Boulder City, NV 89005  
Phone: (702) 293-3330  
Fax: (702) 293-61535

3. **Purchase Price:** The purchase price for the premises is Thirty-Six Thousand Three Hundred Dollars (\$36,300) plus all costs related to closing. The purchase price and all costs related to closing shall be paid in its entirety in cash at the time of closing the sale.
4. **Performance:** Closing shall take place at Boulder City Hall within thirty (30) days from the effective date of this Agreement. On closing the SELLER shall deliver the deed conveying Seller's right, title, and interest in the Property to the Buyer, at which time the BUYER shall pay the entire purchase price plus all costs related to closing.
5. **Title:** The SELLER shall convey the premises by a good and sufficient quitclaim deed running to the BUYER, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:
  - a. Federal, state, and local laws, ordinances, bylaws, rules, and regulations regulating the use of land, including building codes, zoning bylaws, health, and environmental laws;
  - b. Utility easements as more fully set forth herein; and
6. **Acceptance of Deed:** The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance. The BUYER shall also have the right to accept the Premises in the then-current condition and to pay the purchase price without reduction of price. Acceptance of a deed by the BUYER shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement. Notwithstanding the foregoing, all reservations of rights of the SELLER shall survive delivery of the deed.
7. **Utility Easements:** The SELLER and the BUYER acknowledge the existence or need for water, sewer, electric, drainage, gas, cable television, and telephone

utilities and easements therefore on and under the property or adjacent properties and agree as follows:

- a. All such utilities and easements shall remain in place, and maintenance shall continue to be the responsibility of the present owners thereof. The BUYER agrees and covenants to grant all necessary easements to the SELLER as determined by the SELLER or any other utility needing easements on the property.
- b. In the event that BUYER desires to relocate, remove or eliminate such utilities or easements, approval of the present owners thereof must be obtained and the cost of such relocation, removal, or elimination shall be borne by the BUYER.

**8. CONDITIONS TO BE SATISFIED WITHIN 180 DAYS OF PURCHASE BY BUYER:**

BUYER at his expense, shall, within one hundred eighty days (180 days), combine this parcel with the adjacent parcel, known as assessors parcel 186-04-701-005, along with the creation of the necessary subdivision amendment map, and any required rezoning and master plan amendments to ensure the entire revised parcel shares the same zoning and master plan designations. This provision shall survive delivery of the deed.

**9. Reservation of Rights:**

- a. SELLER reserves all of the mineral and water rights in the Property, including all water, oil, gas, and any other minerals on, in, and under the Property.
- b. The quitclaim deed to be issued to BUYER shall contain a reservation and exception of the aforesaid water and mineral rights.
- c. The city, however, shall not have the right of surface entry with respect to the aforesaid water and mineral rights.

**10. Warranties, Representations, and Exclusions:**

- a. The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement.
- b. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement.
- c. BUYER has been afforded by the SELLER the opportunity to enter on the property and make or cause to be made engineering tests, percolating studies, and any other desired evaluations of the Property.
- d. BUYER acknowledges and agrees that the quality, character, and condition of the property, surface, and subterranean, is satisfactory for the uses contemplated by BUYER under this Agreement.

- e. BUYER further acknowledges and agrees that the SELLER makes no guaranty, warranty, or representation, express or implied, as to the quality, character, or condition of the Property, surface or subterranean, for any use contemplated by this Agreement or for any other use.
- f. BUYER may, at its own expense, obtain a Phase I environmental audit conducted by a qualified investigator and investigate the feasibility of developing the property. If the Phase I environmental audit is not satisfactory to BUYER, then BUYER shall have the option, prior to closing, to cancel this Agreement. This audit and feasibility study must be completed prior to closing.

#### **11. Construction of Agreement:**

- a. This Agreement may be executed in counterparts.
- b. Signatures transmitted by facsimile shall have the effect of original signatures.
- c. This Agreement shall be construed as a Nevada contract, interpreted in accordance with the laws of the state of Nevada.
- d. BUYER agrees to comply with applicable laws, regulations, and requirements relating to the property.
- e. The relationship of the parties hereto is restricted to the SELLER and the BUYER. Nothing contained herein shall be construed as creating any rights or benefits for any third party, or a relationship of principal and agent, employer and employee, principal and broker, partners, donor, and donee, or any relationship whatsoever except that of SELLER and BUYER.
- f. This Agreement shall not be effective or binding until it has been approved by the City Council by ordinance and properly executed in accordance therewith.
- g. This Agreement sets forth the entire agreement between the parties.
- h. This Agreement is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors, and assigns.
- i. This Agreement may be canceled, modified, or amended only by a written agreement executed by both the SELLER and the BUYER.
- j. If two or more persons are named as BUYER, their obligations are joint and several.
- k. Captions and paragraph headings are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties.
- l. Neither party to this Agreement shall be construed as the drafter thereof.



UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

**IN WITNESS WHEREOF**, the parties have executed this Agreement at Boulder City, Nevada, on the day and year first above written.

MARK WELLS, BUYER

THE CITY OF BOULDER CITY, SELLER

By: \_\_\_\_\_  
Mark Wells, Trustee

By: \_\_\_\_\_  
Diane Pelletier, Real Estate Officer

ATTEST:

\_\_\_\_\_  
Tami McKay, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brittany Walker, Esq., City Attorney

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

STATE OF NEVADA )  
 ) ss  
COUNTY OF CLARK)

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, Diane Pelletier, known to be the Real Estate Officer of Boulder City, Nevada, a municipal corporation of Nevada, who executed the foregoing instrument on behalf of said Municipality as Seller, and upon oath did depose and say that she is the Real Estate Officer of Boulder City, Nevada, a municipal corporation, as above designated; that she is acquainted with the seal of the municipality and that the seal affixed to the instrument is the corporate seal of said municipal corporation; that the signatures to the instrument were made by the officers of the municipality as indicated after the signatures; and that she, on behalf of the municipality, executed the instrument freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

STATE OF NEVADA )  
 ) ss  
COUNTY OF CLARK)

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me, the undersigned, a Notary Public in and for the County \_\_\_\_\_, State of \_\_\_\_\_, Mark Wells, known to me to be the person described in and who executed the foregoing instrument as Buyer; who duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

WHEN RECORDED MAIL TO:

City of Boulder City  
ATTN: Finance Department  
401 California Avenue  
Boulder City, Nevada 89005



# Agreement Information Form

---

Council Date: 9/28/21

Resolution/Ordinance #: B1903

Agreement/Amendment No.: 21-1943

Type of Agreement: Sale

Description: Sell approx 3661 sq ft to Mark Wells adjacent to 383 Claremont Street

Effective Date: 9/28/21

Insurance: No When:

Options: No

Notes:

Payment Due: 45,486

Term Date:

Department: Finance

City of BC Contact: Brok Armantrout

Project No.

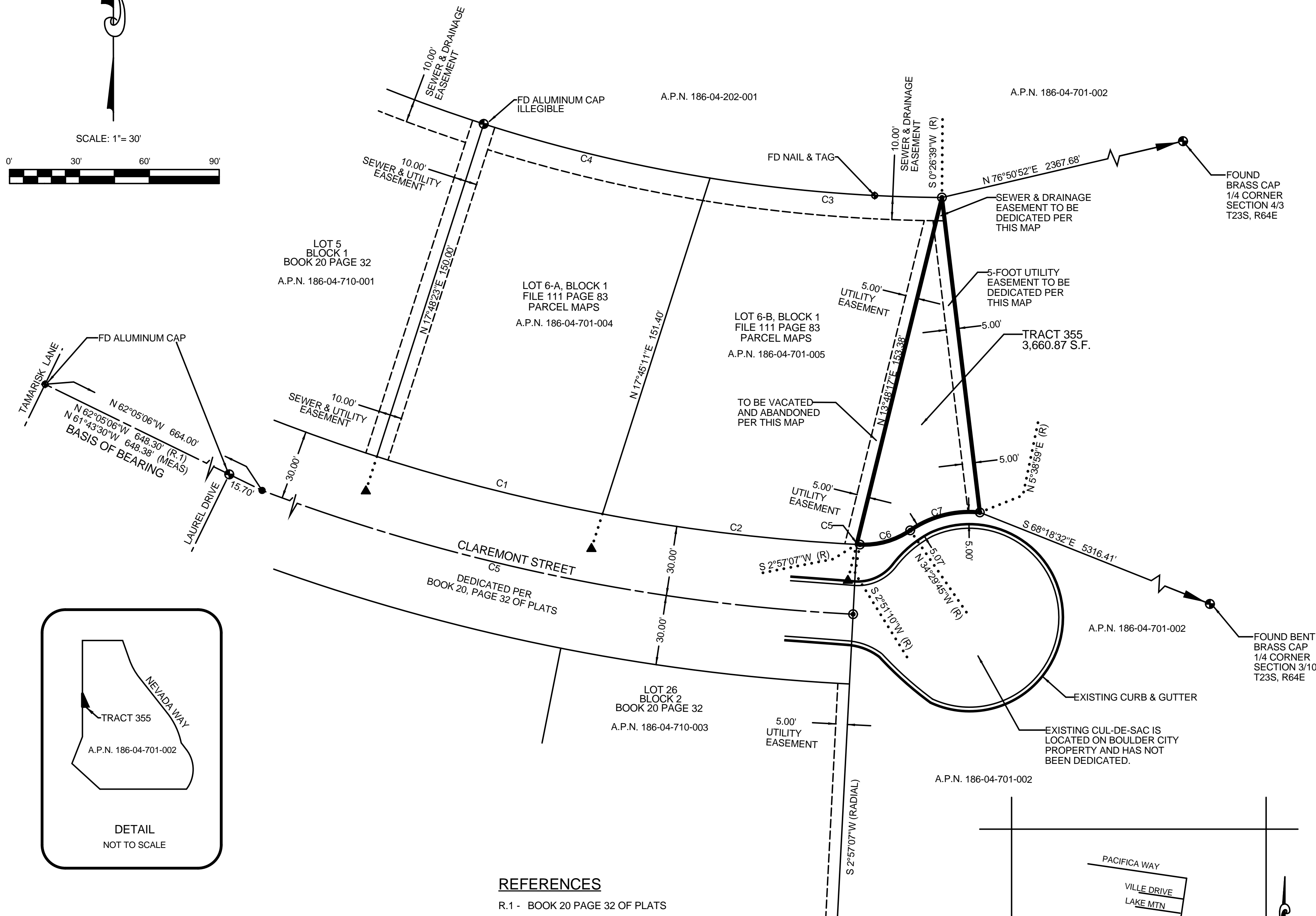
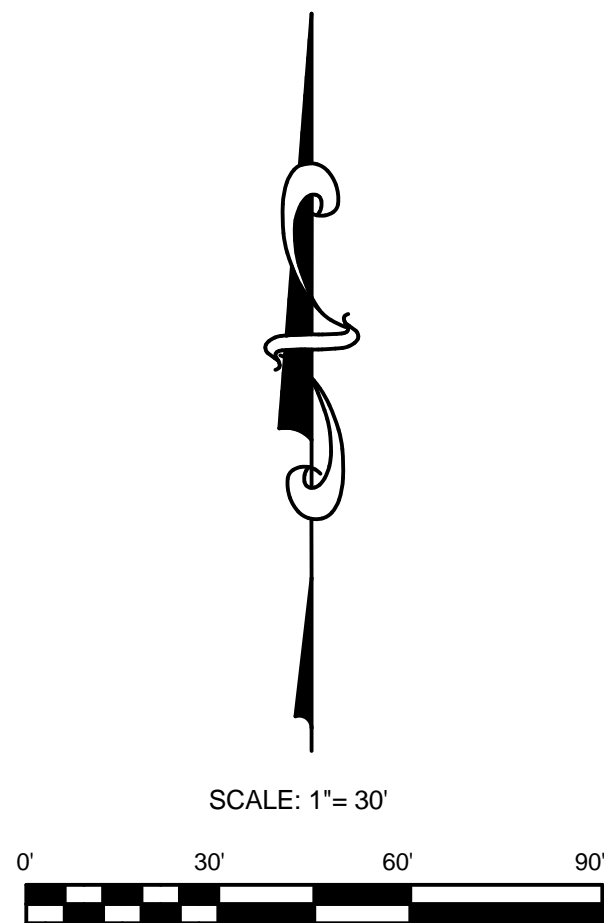
Contact Info: Mark Wells, 28411 Quiet Hill Ln, Trabuco Canyon, CA 92679

Notes/Comments: Selling Tract 355 to be combined with 383 Claremont Parcel for residential development

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
1	7°04'28"	810.00	100.01	50.07	99.95	N 75°43'51"W
2	7°46'48"	810.00	109.99	55.08	109.90	S 83°09'29"E
3	8°40'52"	660.00	100.00	50.10	99.90	S 85°12'55"E
4	8°40'52"	660.00	100.00	50.10	99.90	S 76°32'03"E
5	0°05'57"	810.00	1.40	0.70	1.40	N 87°05'52"W
6	37°20'55"	35.00	22.81	11.83	22.41	S 74°10'42"W
7	40°08'44"	45.00	31.53	16.44	30.89	S 75°34'37"W

### LEGEND

- FOUND AS NOTED
- ⊙ SET ALUMINUM CAP PLS 7953
- ▲ FOUND CURB CUT ON P/L EXTENDED
- FOUND ALUMINUM CAP PLS 7953
- NOTHING FOUND OR SET
- PROPERTY LINE
- CENTERLINE STREET
- APN ASSESSOR'S PARCEL NUMBER
- NDOT NEVADA DEPARTMENT OF TRANSPORTATION
- R/W RIGHT-OF-WAY
- (C) CALCULATED
- (R) RADIAL BEARING
- (R#) REFERENCE # FOR RECORDED INFORMATION



### REFERENCES

- R.1 - BOOK 20 PAGE 32 OF PLATS
- R.2 - FILE 111 PAGE 15 OF SURVEYS
- R.3 - FILE 111 PAGE 83 OF SURVEYS

### BASIS OF BEARING

NORTH 61°43'30" WEST FOR THE CENTERLINE OF CLAREMONT STREET AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS AND LAS VEGAS HIGH ELEVATION ZONES, NORTH AMERICAN DATUM OF 1983 (NAD83); SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN.

# PARCEL MAP

TRACT 355  
LOCATED IN THE  
THE NORTHWEST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4)  
OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M  
CITY OF BOULDER CITY  
COUNTY OF CLARK ----- STATE OF NEVADA

### SURVEYOR'S CERTIFICATE

- I, RICHARD A. ARIOTTI, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEVADA, CERTIFY THAT:
- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY SUPERVISION AT THE INSTANCE OF THE CITY OF BOULDER CITY.
  - THE LANDS SURVEYED LIE WITHIN THE NORTHWEST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. THE SURVEY WAS COMPLETED ON
  - THIS PLAT COMPLIES WITH APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
  - THE MONUMENTS ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

RICHARD A. ARIOTTI  
PROFESSIONAL LAND SURVEYOR  
NEVADA CERTIFICATE NO. 7953

### OWNER'S CERTIFICATE & DEDICATION

THE CITY OF BOULDER CITY DOES HEREBY CERTIFY THAT THEY ARE THE OWNER OF THE LAND SUBDIVIDED WITHIN THE BOUNDARY SHOWN AND DOES HEREBY OFFER AND DEDICATE ALL EASEMENTS AS INDICATED AND OUTLINED HEREON FOR THE USE OF THE PUBLIC, AND TO THE PREPARATION AND RECORDATION OF THIS MAP.

\_\_\_\_\_  
KIERNAN MCMANUS  
MAYOR

\_\_\_\_\_  
DATE

### ACKNOWLEDGEMENT

STATE OF NEVADA  
COUNTY OF CLARK

SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
APPEARED BEFORE ME, KIERNAN MCMANUS,  
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT HE, OR THE ENTITY UPON BEHALF OF WHICH HE ACTED EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
DATE

NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE

MY COMMISSION EXPIRES \_\_\_\_\_

### CITY CLERK CERTIFICATE

I, TAMI MCKAY, CITY CLERK OF BOULDER CITY, NEVADA, A MUNICIPAL CORPORATION, FORMED UNDER THE LAWS OF THE STATE OF NEVADA, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, THE CITY COUNCIL OF BOULDER CITY, CLARK COUNTY, NEVADA DID APPROVE THIS PARCEL MAP FOR TRACT 355 AND DID ACCEPT ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

TAMI MCKAY  
CITY CLERK

### CITY COUNCIL APPROVAL

APPROVED & ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021  
BY THE CITY COUNCIL OF BOULDER CITY, NEVADA, COUNTY OF CLARK.

\_\_\_\_\_  
KIERNAN MCMANUS  
MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TAMI MCKAY  
CITY CLERK

\_\_\_\_\_  
DATE

### COMMUNITY DEVELOPMENT DIRECTOR'S CERTIFICATE

I, MICHAEL MAYS, DIRECTOR OF COMMUNITY DEVELOPMENT FOR BOULDER CITY, NEVADA, A MUNICIPAL CORPORATION, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT ALL OF THE PROVISIONS OF THE PLANNING AND ZONING ACT OF THE STATE OF NEVADA, ITS CODE, AND ANY APPLICABLE LOCAL ORDINANCES HAVE BEEN FOLLOWED. I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND HEREBY APPROVE THE PARCEL MAP FOR THE PURPOSES OF LAND DIVISION ACCORDING TO N.R.S. 278.050 THROUGH 278.560 INCLUSIVE.

\_\_\_\_\_  
MICHAEL MAYS  
DIRECTOR OF COMMUNITY DEVELOPMENT

\_\_\_\_\_  
DATE

PM-21-190

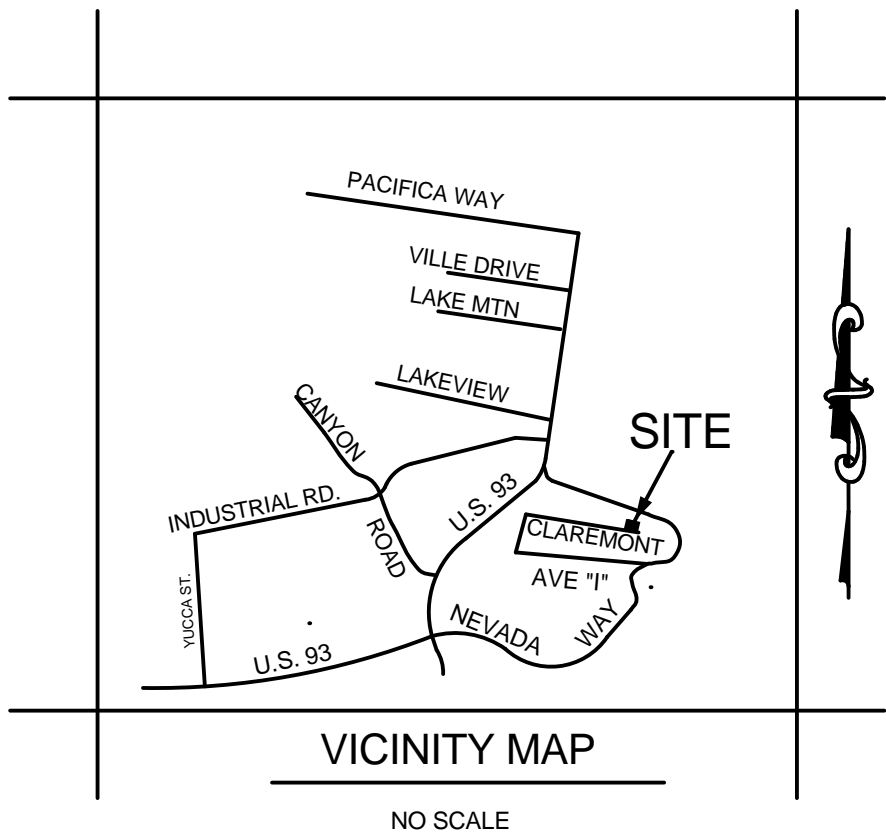
ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX.  
N.R.S. 278.5695

### CITY ENGINEER'S CERTIFICATE

I, JIM KEANE, CITY ENGINEER OF BOULDER CITY, NEVADA, A MUNICIPAL CORPORATION HAVE EXAMINED THIS PARCEL MAP. THIS MAP IS TECHNICALLY CORRECT FOR THE PURPOSES OF LAND DIVISION PER N.R.S. 278.477.

\_\_\_\_\_  
JIM KEANE  
CITY ENGINEER, CITY OF BOULDER CITY  
NEVADA CERTIFICATE NO. 018200

\_\_\_\_\_  
DATE



PARCEL MAP TRACT 355 LOCATED IN THE THE NORTHWEST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M CITY OF BOULDER CITY COUNTY OF CLARK ----- STATE OF NEVADA		NO. _____ FILED AT THE REQUEST OF E.G. RADIG, INC. DATE ____ AT ____ M. FILE ____ PAGE ____ OF PARCEL MAPS OFFICIAL RECORDS BOOK NO. _____ CLARK COUNTY RECORDER DEBBIE CONWAY FEE _____ DEPUTY _____
SCALE: 1"=30'	FOR: CITY OF BOULDER CITY	
DATE: JULY 7, 2021	DRAWN BY: RAA	
E.G. RADIG, INC. 1577 FOOTHILL DR. #1 BOULDER CITY, NEVADA (702) 293-3330 89005		
DWG#471009 PM1-3 SHEET 1 OF 1	JOB NO. 471.009	



# 383 Claremont Street Land Purchase Exhibit



**Legend**

- Land to be Purchased
- City Limits
- Parcel Boundaries
- Transmission Lines

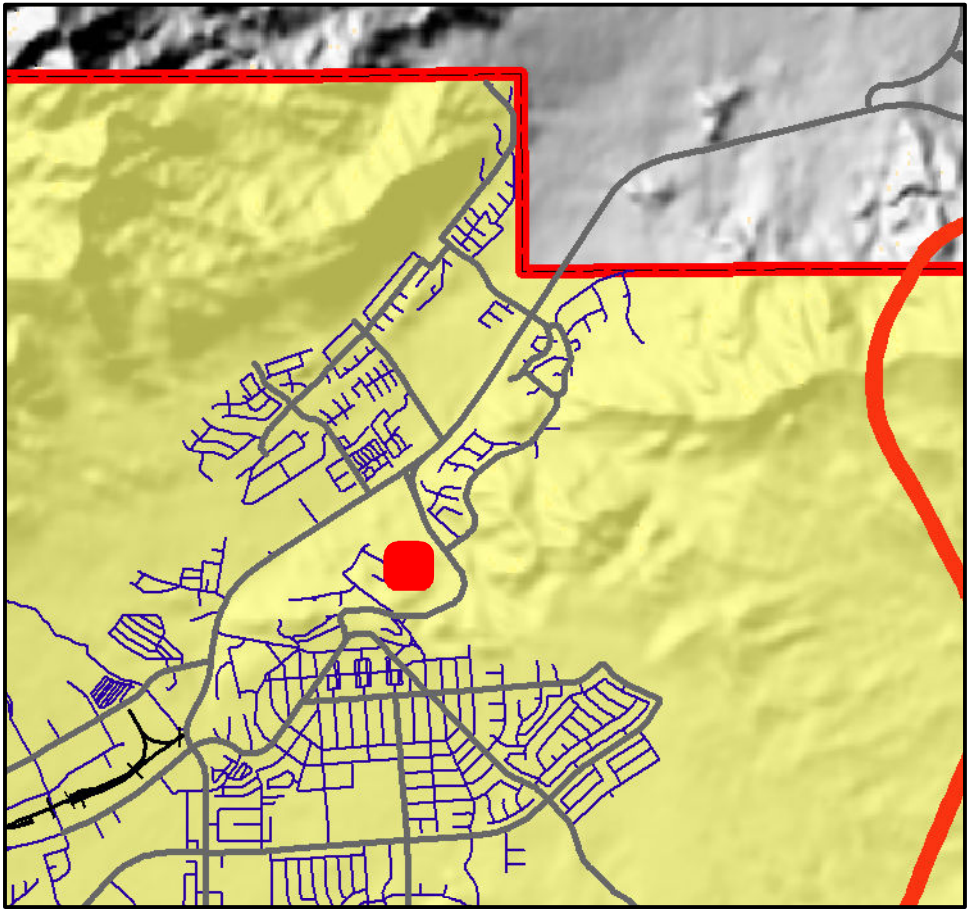
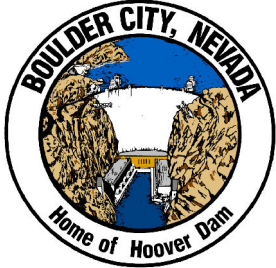
**CITY** Property Ownership

N

0 50 100 Feet

Map prepared by:  
Brok Armantrout  
Contracts/Real Estate Manager  
City of Boulder City, Nevada

Version: 1.0  
Reprint Date: 7/24/2021





**Presentation from the Fire Chief to provide the Fire Department's annual report**

**SUBJECT:**

Presentation from the Fire Chief to provide the Fire Department’s annual report

**ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

Description		Type
<input type="checkbox"/>	Item 14 Staff Report Fire Department Annual Report	Cover Memo
<input type="checkbox"/>	Fire Department Annual Presentation	Presentation



BOULDER CITY  
CITY COUNCIL

MAYOR  
KIERNAN McMANUS

COUNCIL MEMBERS:  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



MEETING LOCATION:  
CITY COUNCIL CHAMBER  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

MAILING ADDRESS:  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

WEBPAGE:  
WWW.BCNV.ORG



CITY MANAGER:  
TAYLOUR TEDDER, CECD

CITY ATTORNEY:  
BRITTANY LEE WALKER, ESQ

CITY CLERK:  
TAMI MCKAY, MMC, CPO

ADMINISTRATIVE SERVICES DIRECTOR:  
BRYCE BOLDT

COMMUNITY DEVELOPMENT DIRECTOR:  
MICHAEL MAYS, AICP

PUBLIC WORKS DIRECTOR:  
KEEGAN LITTELL, P.E.

ACTING UTILITIES DIRECTOR:  
KEEGAN LITTELL, P.E.

POLICE CHIEF:  
TIM SHEA

FIRE CHIEF:  
WILLIAM GRAY, CFO

FINANCE DIRECTOR:  
DIANE PELLETIER, CPA

PARKS & RECREATION DIRECTOR  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 14 Staff Report

TO: Taylour Tedder, City Manager

FROM: Will Gray, Fire Chief

DATE: September 14, 2021

SUBJECT: Presentation from the Fire Chief to provide the Fire Department's annual report

Business Impact Statement: This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: That the City Council receive the presentation from the Fire Chief to provide the Fire Department's annual report.

## Overview:

- Presentation will be provided by Will Gray, Fire Chief.

Background Information: A PowerPoint presentation regarding the Fire Department's annual report is attached. The presentation will provide a brief overview of the operational status of the organization, an update of accomplishments over the last year, a review of current projects, the reserve program, and plans for FY2022.

Financial: None

Boulder City Strategic Plan Goal: Goal E – Sustain a High Level of Public Safety Services – Communicate and celebrate the low crime rate and other service excellence.

Department Recommendation: The Fire Department respectfully request that the City Council receive the presentation from the Fire Chief to provide the Fire Department's annual report.

Attachment:  
PowerPoint Presentation



# CITY OF BOULDER CITY

FIRE DEPARTMENT ANNUAL REPORT 9-14-21



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# 2020-2021

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- COVID Pandemic Response
- Total Calls for Service
- Training
- Reserve Program
- CFAI International Accreditation
- Response Performance Improvements
- Community Risk Reduction

---

# COVID PANDEMIC

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- Emergency Operations Center
- Community Testing Operations
- Community Vaccination Clinics
- Community Outreach and Communications
  - Phone Calls to Every Home in Boulder City
  - Donation Coordination
  - Support of Adult Care Facilities

---

# TOTAL CALLS FOR SERVICE

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- Fire Responses
- EMS Responses
  - Mass Casualty Incidents
- Technical Rescue Responses
  - Semi Accidents on I-11 and US 95
- Other Calls for Service

---

# TRAINING

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- Complete Overhaul of Training Program
- Total Training Hours
- Hazmat Technician Training
- Rope Rescue Training
- Cadet Academy
- Reserve Training
- Regional Training

---

# RESERVE PROGRAM

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- 17 Current Reserve Firefighters
- 9 in Cadet Academy
- Minimum Work Hours
- Added Value to Department
- Overtime Reduction

---

# FIRE ACCREDITATION

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- Center for Public Safety Excellence - CFAI
- Community Risk Assessment
- Standard of Cover
- Community Driven Strategic Plan
- Professional Credentialing
- International Peer Team Leader/Assessor



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# EMERGENCY RESPONSE

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- Elements of Response Time – Why is This Critical?
  - Dispatch Processing
  - Turnout Time
  - Travel Time
  - Total Response Time
- Response Time Improvement
- Response Time Goals

---

# CRR

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## Community Risk Reduction

- Redesign/Changes
- Upcoming Offerings/Plans
  - Community CPR
  - Stop the Bleed
  - Child Seat Program

# CITY OF BOULDER CITY

DEPARTMENT AND/OR REPORT, DATE



Questions?

[https://www.facebook.com/  
bouldercityfirenv/](https://www.facebook.com/bouldercityfirenv/)

**R7335 Establishing the Reserve Battalion Chief Classification**

**SUBJECT:**

For possible action: Resolution No. 7335, a resolution of the City Council of Boulder City, Nevada establishing the Reserve Battalion Chief classification title and associated compensation

**ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

Description	Type
Item 15 Staff Report R7335	Cover Memo
R7335	Resolution Letter
Reserve Battalion Chief Job Description	Cover Memo
NFPA 1710	Cover Memo



BOULDER CITY  
CITY COUNCIL

**MAYOR**  
KIERNAN McMANUS

**COUNCIL MEMBERS:**  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



**MEETING LOCATION:**  
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MICHAEL MAYS, AICP

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**POLICE CHIEF:**  
TIM SHEA

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WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 15 Staff Report

TO: Taylour Tedder, City Manager

FROM: Will Gray, Fire Chief

DATE: September 14, 2021

**SUBJECT:** For Possible Action: Resolution No. 7335, a resolution of the City Council of Boulder City, establishing the Reserve Battalion Chief classification title and associated compensation

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** That the City Council approve the creation of a new job description – Reserve Battalion Chief.

## **Overview:**

- National Fire Protection Association 1710 requires that a supervisory chief officer shall be dispatched or notified to all full alarm assignments
- Currently, the fire chief responds to all after hours calls on weekends
- The Battalion Chief position is not currently filled 24-hours a day.

**Background Information:** Due to the fire department's staffing, a dedicated supervisory chief officer position is not on duty 24-hours a day/7-days a week. Currently, the Fire Chief or Deputy Chief responds during normal business hours to fulfill this duty. On nights and weekends, it has been the practice of the Fire Chief to respond to these incidents, as he lives in the city limits of Boulder City.

There are times when the fire chief is out of town for personal and/or work-related reasons. The Reserve Battalion Chief would be able to respond during these periods. The Deputy Fire Chief also responds for larger events, but would be delayed due to living outside of Boulder City.

National Fire Protection Association 1710 – *Standard for the*

*Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments* states that a supervisory chief officer shall be dispatched or notified to all full alarm assignments (5.2.2.2.1). For Boulder City Fire Department this would include all structure fires, other large fires, mass casualty incidents, technical rescues, and hazardous materials responses. Additionally, the standard calls for the initial full alarm travel time to be eight minutes or less. The new Reserve Battalion Chief position would only be offered to qualified individuals that can respond within the eight minute response time standard.

Currently, Reserve Firefighters are paid approximately \$456.00 per 24-hour shift. The recommendation for the Reserve Battalion Chief position would be to pay 50% of the 24-hour cost for a Reserve Firefighter to cover a 24-hour standby shift. This would provide a significantly increased level of oversight at about 50% of the cost of a Reserve Firefighter. If the Reserve Battalion Chief were to respond to a call(s) during the 24-hour shift that did not exceed four hours, there would be no additional compensation. If the incident(s) exceeded a total of four hours, they would be compensated for the additional time at a pre-determined hourly rate. It is estimated that the Reserve Battalion Chief position would initially be filled for three to four shifts a month, but this could increase to accommodate vacations and training. This cost is estimated to be approximately \$11,000 in FY 2022 plus training hours. No budget augmentation is needed as the funds are currently available within the Fire Department budget.

Financial: None

Boulder City Strategic Plan Goal: Goal E – Sustain a High Level of Public Safety Services – Ensure adequate staffing.

Department Recommendation: The Fire Department respectfully requests that the City Council approve the creation of a new job description – Reserve Battalion Chief.

Attachment:

NFPA 1710

Reserve Battalion Chief Job Description

R7335

**RESOLUTION NO. 7335**

**A RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, ESTABLISHING THE RESERVE BATTALION CHIEF CLASSIFICATION TITLE AND ASSOCIATED COMPENSATION**

- WHEREAS,** Boulder City Code, Chapter 5, Officer and Employees, Section 1-5-5, Salary Range Classifications states, “[t]he City Council shall, by resolution and with the recommendation of the City Manager, establish position ranges and classification titles for all employees of the City, including any special technical and professional positions which may be created”; and
- WHEREAS,** National Fire Protection Association Code 1710 requires a supervisory chief officer be dispatched or notified to respond to all full alarm assignments; and
- WHEREAS,** the compensation would be one half of a Reserve Firefighter/Paramedic’s rate of pay for a 24-hour shift for each 24-hour stand-by shift and \$50.00 per hour for each additional hour beyond four hours for of actual response; and
- WHEREAS,** City Manager has recommended the establishment of classification title Reserve Battalion Chief and associated compensation in adherence to Boulder City Code.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of Boulder City establish the classification title Reserve Battalion Chief and associated compensation.

**DATED and APPROVED** this 14th day of September 2021.

\_\_\_\_\_  
Kiernan McManus, Mayor

**ATTEST:**

\_\_\_\_\_  
Tami J. McKay, City Clerk



**CITY OF BOULDER CITY  
NEVADA**

**CLASS TITLE: RESERVE BATTALION CHIEF**

**CREATED 7/21/21**

---

**BASIC FUNCTION:** Under administrative direction, performs managerial and complex administrative duties necessary to command, direct, and coordinate the activities of the Fire Rescue Operations Battalion within the Fire Department for an assigned on-call shift up to 24-hours at a time, as needed for projects related to emergency response training, and performs related duties as assigned.

---

**DISTINGUISHING CHARACTERISTICS:** This class is responsible for assisting the Fire Chief and Deputy Fire Chief in the command and administration of emergency response, emergency management, and training programs of the fire department. This class is distinguished from Fire Captain in that the latter functions as a station commander responsible for the supervision of personnel, and the operation and maintenance of a fire station and assigned equipment. It is further distinguished from Fire Chief in that the latter class is responsible for managing all fire department programs in the areas of community risk reduction, fire inspections, fire suppression, emergency medical services, technical rescue, hazardous materials, training, and facilities and equipment maintenance.

**REPRESENTATIVE DUTIES:**

*(It is important to note that the duties listed below are “representative only” and are not intended to cover the full range or scope of duties in this class.)*

1. Serves as the incident commander at emergency scenes and assumes command of operations; prepares follow-up incident reports.
2. Directs complex tasks at multi-company fire suppression, rescue and emergency care incidents and provides technical assistance to line suppression personnel, as necessary.
3. Participates in the development and implementation of the Department's training programs including tactical standards, Incident Command, technical rescue activities, and hazardous materials; manages training drills, as needed.
4. Confers and maintains liaison with City departments, outside agencies, organizations, and citizens in the administration of functional responsibilities.
5. Performs related duties as may be assigned.

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

- Fire suppression, emergency medical services, technical rescue, and hazmat response methods, principles, practices, techniques, and equipment.
- Understanding of current fire service community risk reduction programs.
- Understanding of training, personnel management, and organizational techniques.
- Federal, state, and local laws affecting fire department operations and activities.

## **RESERVE BATTALION CHIEF - Continued**

- Principles and practices of supervision; and fire department geography, fire hazards, and fire protection resources including personnel, equipment, water supplies and communications.

### **ABILITY TO:**

- Effectively command and lead subordinates during fire suppression and emergency response incidents.
- Interpret and implement regulations and policy.
- Analyze, evaluate, develop, coordinate and direct fire department operations.
- Establish and maintain effective working relationships with other officials, subordinates, and the public.
- Speak effectively in public.
- Prepare clear and concise reports.
- Effectively command and lead subordinates in fire suppression and emergency care activities.

### **EDUCATION AND EXPERIENCE:**

**Any combination equivalent to:** Associate degree in fire science, fire administration, public administration, business administration or closely related field and a minimum of five years of experience in the fire service at the rank equivalent to a Fire Captain or above. A bachelor's degree is preferred.

**LICENSES:** Possession of a VALID Nevada Motor Vehicle Operator's License.

**WORK DIRECTION, LEAD AND SUPERVISORY RESPONSIBILITIES:** This position reports to and receives work direction from the Deputy Fire Chief. Responsibilities include supervision of all fire suppression personnel on emergency scenes as the incident commander or other incident command role. This position, when the senior fire officer on scene, will serve as the incident commander for all Boulder City Fire Department personnel.

**PHYSICAL EFFORT:** This position may require continuous and strenuous physical effort.

**CONTACTS:** This position has contacts with the public, police department personnel and dispatchers, hospital personnel, mutual-aid fire personnel, other City departments and municipal administrators, business owners, co-workers, and other fire department personnel.

**WORKING CONDITIONS:** Unavoidable exposure to hazards including, but not limited to, toxic agents, smoke, and bodily fluids of other persons.

---

**NOTE: THIS CLASS IS EXEMPT UNDER FLSA PROVISIONS.**

<p>The City of Boulder City is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the city will provide reasonable accommodation to qualified individuals. The City of Boulder City encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.</p>
--

**NFPA®**

# 1710

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**Standard for the  
Organization and Deployment  
of Fire Suppression Operations,  
Emergency Medical Operations,  
and Special Operations to the  
Public by Career Fire Departments**

---

**2020**



## IMPORTANT NOTICES AND DISCLAIMERS CONCERNING NFPA® STANDARDS

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### REVISION SYMBOLS IDENTIFYING CHANGES FROM THE PREVIOUS EDITION

Text revisions are shaded. A **Δ** before a section number indicates that words within that section were deleted and a **Δ** to the left of a table or figure number indicates a revision to an existing table or figure. When a chapter was heavily revised, the entire chapter is marked throughout with the **Δ** symbol. Where one or more sections were deleted, a **•** is placed between the remaining sections. Chapters, annexes, sections, figures, and tables that are new are indicated with an **N**.

Note that these indicators are a guide. Rearrangement of sections may not be captured in the markup, but users can view complete revision details in the First and Second Draft Reports located in the archived revision information section of each code at [www.nfpa.org/docinfo](http://www.nfpa.org/docinfo). Any subsequent changes from the NFPA Technical Meeting, Tentative Interim Amendments, and Errata are also located there.

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## NFPA® 1710

### Standard for the

# Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments

## 2020 Edition

This edition of NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*, was prepared by the Technical Committee on Fire and Emergency Service Organization and Deployment-Career. It was issued by the Standards Council on April 28, 2019, with an effective date of May 18, 2019, and supersedes all previous editions.

This edition of NFPA 1710 was approved as an American National Standard on May 18, 2019.

### Origin and Development of NFPA 1710

In 2001, the first edition of NFPA 1710 was issued. The development of that benchmark standard was the result of a considerable amount of hard work and tenacity by the technical committee members and the organizations they represented. That standard was the first organized approach to defining levels of service, deployment capabilities, and staffing levels for substantially career fire departments. Research work and empirical studies in North America were used by the committee as a basis for developing response times and resource capabilities for those services, as identified by the fire department.

Following the issuance of the first edition, the NFPA Standards Council asked the technical committee to begin the revision process for a 2004 edition of the standard. The committee formed several task groups to look at various aspects of the document. However, recognizing that the standard had not been fully field tested, the extent of the changes proposed were minimal with a cleanup of definitions, the addition of wording regarding equivalency in the annex, and clarification that the discussion on rate of fire propagation in the annex involved unsprinklered rooms.

The 2010 edition of NFPA 1710 standardized and refined terminology and definitions used in the document. Particular attention was paid to terminology for time frames for the various events that occur from event initiation to the end of the fire department's involvement with the incident. This included recognition that there is a time interval to initiate action or intervene at the end of travel time and before control and mitigation actually begin.

The requirements for time frames for alarm handling were revised to correspond to changes being made to NFPA 1221. The time allowance for turnout for fires and special operations was lengthened to 80 seconds, but the time measurement was defined to start at the beginning of the transmission of response data to the emergency response units or emergency response facilities. All times shown as both minutes and seconds were changed to seconds only because that is the level of precision in which the committee intends time to be measured. An application section was added in Chapter 1. The travel times for units responding on the first alarm were clarified to indicate the first unit must arrive within 4 minutes travel time and all units must arrive within 8 minutes travel time. The quadrennial report required to be provided to the AHJ in the previous edition was changed to an annual report.

The annex material related to the requirement stated for an initial full alarm assignment capability was moved to the body of the standard to clarify that the requirement applies to a structure fire in a typical 2000 ft<sup>2</sup> (186 m<sup>2</sup>), two-story single-family dwelling without basement and with no exposures. In addition, wording was added to require additional resources be deployed on fires in occupancies that present hazards greater than the two-story single-family dwelling. The community-wide risk management model that has been in an annex to NFPA 1710.

The work done by the committee provided the user with a template for developing an implementation plan on the standard. Most important, it provided the body politic and citizens a true picture of the risks in their communities and the fire departments' capabilities to respond to and manage those risks.

In the 2016 edition, the committee added three new occupancies and the appropriate response staffing levels for garden-style apartment, open-air strip mall, and high-rise occupancies. In addition, redundant text was removed, and some language was clarified.

For the 2020 edition, the committee has updated the definition for *career fire department* and clarified how to determine if the department would fall under either NFPA 1710 or NFPA 1720. The committee has also added several new definitions relating to geographic areas based on population density, and included the number of responders needed based on type of incident and tasks to accomplish. New requirements have been added for mobile water supply tankers/tenders. Requirements for deployment and training of incident safety officers have been added as well. And material on wildland fire suppression has been expanded.



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**Committee Scope:** This Committee shall have primary responsibility for documents on the organization, operation, deployment, and evaluation of substantially all career public fire protection and emergency medical services.

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## NFPA 1710

## Standard for the

# Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments

2020 Edition

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A reference in brackets [ ] following a section or paragraph indicates material that has been extracted from another NFPA document. Extracted text may be edited for consistency and style and may include the revision of internal paragraph references and other references as appropriate. Requests for interpretations or revisions of extracted text shall be sent to the technical committee responsible for the source document.

Information on referenced and extracted publications can be found in Chapter 2 and Annex E.

## Chapter 1 Administration

**Δ 1.1\* Scope.** This standard contains minimum requirements relating to the organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public by career fire departments.

**1.1.1** The requirements address functions and performance objectives of fire department emergency service delivery, response capabilities, and resources.

**1.1.2** This standard also contains general requirements for managing resources and systems, such as health and safety, incident management, training, communications, and pre-incident planning.

**1.1.3** This standard addresses the strategic and system issues involving the organization, operation, and deployment of a fire

department and does not address tactical operations at a specific emergency incident.

## 1.2 Purpose.

**1.2.1\*** The purpose of this standard is to specify the minimum criteria addressing the effectiveness and efficiency of the career public fire suppression operations, emergency medical service, and special operations delivery in protecting the citizens of the jurisdiction and the occupational safety and health of fire department employees.

**1.2.2** Nothing herein is intended to restrict any jurisdiction from exceeding these minimum requirements.

## 1.3 Application.

**1.3.1** This standard applies to the deployment of resources by a fire department to emergency situations when operations can be implemented to save lives and property.

**1.3.2** The standard is a benchmark for most common responses and a platform for developing the appropriate plan for deployment of resources for fires in higher hazard occupancies or more complex incidents.

**1.4\* Equivalency.** Nothing in this standard is intended to prohibit the use of systems, methods, or approaches of equivalent or superior performance to those prescribed by this standard, provided technical documentation is submitted to the authority having jurisdiction to demonstrate equivalency.

## Chapter 2 Referenced Publications

**2.1 General.** The documents or portions thereof listed in this chapter are referenced within this standard and shall be considered part of the requirements of this document.

**2.2 NFPA Publications.** National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169-7471.

NFPA 72®, *National Fire Alarm and Signaling Code*®, 2019 edition.

NFPA 403, *Standard for Aircraft Rescue and Fire-Fighting Services at Airports*, 2018 edition.

NFPA 472, *Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents*, 2018 edition.

NFPA 1143, *Standard for Wildland Fire Management*, 2018 edition.

NFPA 1221, *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems*, 2019 edition.

NFPA 1407, *Standard for Training Fire Service Rapid Intervention Crews*, 2015 edition.

NFPA 1500™, *Standard on Fire Department Occupational Safety, Health, and Wellness Program*, 2018 edition.

NFPA 1521, *Standard for Fire Department Safety Officer Professional Qualifications*, 2015 edition.

NFPA 1561, *Standard on Emergency Services Incident Management System and Command Safety*, 2014 edition.

NFPA 1620, *Standard for Pre-Incident Planning*, 2015 edition.

NFPA 1670, *Standard on Operations and Training for Technical Search and Rescue Incidents*, 2017 edition.

## 2.3 Other Publications.

**2.3.1 U.S. Government Publications.** U.S. Government Publishing Office, 732 North Capitol Street, NW, Washington, DC 20401-0001.

Title 29, Code of Federal Regulations, Part 1910.120, "Hazardous Waste Operations and Emergency Response."

Title 29, Code of Federal Regulations, Part 1910.146, "Permit-Required Confined Space."

## 2.3.2 Other Publications.

*Merriam-Webster's Collegiate Dictionary*, 11th edition, Merriam-Webster, Inc., Springfield, MA, 2003.

## 2.4 References for Extracts in Mandatory Sections.

NFPA 472, *Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents*, 2018 edition.

NFPA 1002, *Standard for Fire Apparatus Driver/Operator Professional Qualifications*, 2017 edition.

NFPA 1081, *Standard for Facility Fire Brigade Member Professional Qualifications*, 2018 edition.

NFPA 1142, *Standard on Water Supplies for Suburban and Rural Fire Fighting*, 2017 edition.

NFPA 1221, *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems*, 2019 edition.

NFPA 1500<sup>TM</sup>, *Standard on Fire Department Occupational Safety and Health Program*, 2018 edition.

NFPA 1521, *Standard for Fire Department Safety Officer Professional Qualifications*, 2015 edition.

NFPA 1561, *Standard on Emergency Services Incident Management System and Command Safety*, 2014 edition.

NFPA 1720, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments*, 2020 edition.

NFPA 1901, *Standard for Automotive Fire Apparatus*, 2016 edition.

## Chapter 3 Definitions

**3.1 General.** The definitions contained in this chapter shall apply to the terms used in this standard. Where terms are not defined in this chapter or within another chapter, they shall be defined using their ordinarily accepted meanings within the context in which they are used. *Merriam-Webster's Collegiate Dictionary*, 11th edition, shall be the source for the ordinarily accepted meaning.

## 3.2 NFPA Official Definitions.

**3.2.1\* Approved.** Acceptable to the authority having jurisdiction.

**3.2.2\* Authority Having Jurisdiction (AHJ).** An organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure.

**3.2.3 Shall.** Indicates a mandatory requirement.

**3.2.4 Should.** Indicates a recommendation or that which is advised but not required.

**3.2.5 Standard.** An NFPA Standard, the main text of which contains only mandatory provisions using the word "shall" to

indicate requirements and that is in a form generally suitable for mandatory reference by another standard or code or for adoption into law. Nonmandatory provisions are not to be considered a part of the requirements of a standard and shall be located in an appendix, annex, footnote, informational note, or other means as permitted in the NFPA Manuals of Style. When used in a generic sense, such as in the phrase "standards development process" or "standards development activities," the term "standards" includes all NFPA Standards, including Codes, Standards, Recommended Practices, and Guides.

## 3.3 General Definitions.

**3.3.1 Advanced Life Support (ALS).** See 3.3.44.1.

## 3.3.2 Aid.

**3.3.2.1\* Automatic Aid.** A plan developed between two or more fire departments for immediate joint response on first alarms. [1142, 2017]

**3.3.2.2 Mutual Aid.** A written intergovernmental agreement between agencies and/or jurisdictions that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

**3.3.3 Aircraft Rescue and Fire Fighting.** See 3.3.25.1.

**3.3.4\* Aircraft Rescue and Fire-Fighting (ARFF) Vehicle.** A vehicle intended to carry rescue and fire-fighting equipment for rescuing occupants and combating fires in aircraft at, or in the vicinity of, an airport. [1002, 2017]

**3.3.5\* Alarm.** A signal or message from a person or device indicating the existence of an emergency or other situation that requires action by an emergency response agency. [1221, 2019]

**3.3.6 Alarm Answering Time.** See 3.3.64.1.

**3.3.7 Alarm Handling Time.** See 3.3.64.2.

**3.3.8 Alarm Processing Time.** See 3.3.64.3.

**3.3.9 Alarm Transfer Time.** See 3.3.64.4.

## 3.3.10 Apparatus.

**3.3.10.1 Fire Apparatus.** A vehicle designed to be used under emergency conditions to transport personnel and equipment, and to support the suppression of fires and mitigation of other hazardous situations. [1901, 2016]

**N 3.3.10.2 Mobile Water Supply Apparatus (Tanker, Tender).** A vehicle designed primarily for transporting (pickup, transporting, and delivering) water to fire emergency scenes to be applied by other vehicles or pumping equipment. [1901, 2016]

**3.3.10.3 Quint Apparatus.** A fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial device with a permanently mounted waterway, and a complement of ground ladders.

**3.3.10.4 Specialized Apparatus.** A fire apparatus or vehicle that is used for support or specialized equipment and services at emergency scenes for functions such as, but not limited to, command, technical rescue, hazardous materials mitigation, urban search and rescue, air supply, electrical

generation and lighting, or transport of equipment and personnel.

**3.3.11 Automatic Aid.** See 3.3.2.1.

**3.3.12 Basic Life Support (BLS).** See 3.3.44.2.

**N 3.3.13 Career Fire Department.** A fire department that utilizes full-time or full-time-equivalent (FTE) station-based personnel immediately available to comprise at least 50 percent of an initial full alarm assignment.

**N 3.3.14\* Community Risk Assessment.** A systematic approach that identifies, assesses, categorizes, and classifies the probabilities and consequences of a community's fire and nonfire hazards and threats, taking into account all pertinent facts that increase or decrease risks in each first-due response zone.

**3.3.15\* Company.** A group of members: (1) under the direct supervision of an officer; (2) trained and equipped to perform assigned tasks; (3) usually organized and identified as engine companies, ladder companies, rescue companies, squad companies, or multi-functional companies; (4) operating with one piece of fire apparatus (pumper, aerial fire apparatus, elevating platform, quint, rescue, squad, ambulance) except where multiple apparatus are assigned that are dispatched and arrive together, continuously operate together, and are managed by a single company officer; (5) arriving at the incident scene on fire apparatus. [1500, 2018]

**3.3.16 Company Officer.** See 3.3.48.1.

**3.3.17 Crew.** See 3.3.63, Team.

**N 3.3.18 Dense Urban.** An incorporated or unincorporated area with a population of over 200,000 people and/or a population density of over 3,000 people per square mile.

**3.3.19 Emergency Incident.** Any situation to which an emergency services organization responds to deliver emergency services, including rescue, fire suppression, emergency medical care, special operations, law enforcement, and other forms of hazard control and mitigation. [1561, 2014]

**3.3.20 Emergency Medical Care.** The treatment of patients using first aid, cardiopulmonary resuscitation, basic life support, advanced life support, and other medical procedures prior to arrival at a hospital or other health care facility.

**3.3.21 Emergency Operations.** See 3.3.49.1.

**N 3.3.22 Fire Alarm Signal Notification.** Activation of an alarm-initiating device from a supervising station alarm system as identified by *NFPA 72*.

**3.3.23 Fire Apparatus.** See 3.3.10.1.

**3.3.24 Fire Department Member.** See 3.3.46, Member.

**3.3.25 Fire Fighting.**

**3.3.25.1\* Aircraft Rescue and Fire Fighting.** The fire-fighting actions taken to rescue persons and to control or extinguish fire involving or adjacent to aircraft on the ground. [1500, 2018]

**3.3.25.2\* Marine Rescue and Fire Fighting.** The fire-fighting action taken to prevent, control, or extinguish fire involved in or adjacent to a marine vessel and the rescue actions for occupants using normal and emergency routes for egress.

**3.3.25.3 Structural Fire Fighting.** The activities of rescue, fire suppression, and property conservation in buildings or other structures, vehicles, rail cars, marine vessels, aircraft, or like properties.

**3.3.26 Fire Protection.** Methods of providing fire detection, control, and extinguishment.

**3.3.27\* Fire Suppression.** The activities involved in controlling and extinguishing fires. [1500, 2018]

**N 3.3.28 First-Due Response Zone.** The geographic area surrounding a fire station in which a company from that station is projected to be the first to arrive on the scene of an incident.

**3.3.29\* First Responder (EMS).** Functional provision of initial assessment (i.e., airway, breathing, and circulatory systems) and basic first-aid intervention, including CPR and automatic external defibrillator (AED) capability.

**3.3.30 Forcible Entry.** Techniques used by fire personnel to gain entry into buildings, vehicles, aircraft, or other areas of confinement when normal means of entry are locked or blocked.

**N 3.3.31\* Full-Time Equivalent (FTE).** The hours worked by one employee on a full-time basis or a conversion of the hours worked by several part-time employees into the hours worked by full-time employees.

**N 3.3.32 Geographical Isolation.** A first-due response zone or jurisdiction with staffed resources where over 80 percent of the response area is outside of a 10-minute travel time from the next closest staffed suppression apparatus.

**N 3.3.33\* Geographical Restriction.** A defined condition, measure, or infrastructure design that limits response and/or results in predictable response delays to certain portions of the jurisdiction.

**3.3.34\* Hazard.** A condition that presents the potential for harm or damage to people, property, or the environment.

**3.3.35 Hazardous Material.** A substance that is capable of creating harm to people, the environment, or property due to its toxicity, chemical reactivity, decomposition, or corrosivity; is capable of explosion or detonation; or presents etiological hazards, whether used for its intended purpose or as a weapon of mass destruction (WMD) or for illicit labs purposes, environmental crimes, or industrial sabotage.

**3.3.36\* High-Hazard Occupancy.** An occupancy that presents a high life hazard or large fire potential due to its construction, configuration, or the presence of specific materials, processes, or contents.

**3.3.37 Incident Commander.** The member responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. [472, 2018]

**3.3.38\* Incident Management System (IMS).** An organized system that defines the roles and responsibilities to be assumed by responders and the standard operating procedures to be used in the management and direction of emergency incidents and other functions.

**3.3.39 Incident Safety Officer.** See 3.3.48.2.

**3.3.40 Initial Full Alarm Assignment.** Those personnel, equipment, and resources ordinarily dispatched upon notification of a structure fire.

**3.3.41 Initial Rapid Intervention Crew (IRIC).** See 3.3.53.1.

**3.3.42 Initiating Action/Intervention Time.** See 3.3.64.5.

**3.3.43 Intergovernmental Agreement.** A written formal authorization for services between two or more jurisdictions.

**3.3.44 Life Support.**

**3.3.44.1 Advanced Life Support (ALS).** Emergency medical treatment beyond basic life support that provides for advanced airway management including intubation, advanced cardiac monitoring, defibrillation, establishment and maintenance of intravenous access, and drug therapy.

**3.3.44.2\* Basic Life Support (BLS).** A specific level of pre-hospital medical care provided by trained responders, focused on rapidly evaluating a patient's condition; maintaining a patient's airway, breathing, and circulation; controlling external bleeding; preventing shock; and preventing further injury or disability by immobilizing potential spinal or other bone fractures.

**3.3.45 Marine Rescue and Fire Fighting.** See 3.3.25.2.

**3.3.46\* Member.** A person involved in performing the duties and responsibilities of a fire department, under the auspices of the organization. [1500, 2018]

**3.3.47 Mutual Aid.** See 3.3.2.2.

**3.3.48 Officer.**

**3.3.48.1\* Company Officer.** A supervisor of a crew/company of personnel.

**3.3.48.2 Incident Safety Officer.** A member of the command staff responsible for monitoring and assessing safety hazards or unsafe situations and for developing measures for ensuring personnel safety.

**3.3.48.3\* Supervisory Chief Officer.** A member whose responsibility is to assume command through a formalized transfer of command process and to allow company officers to directly supervise personnel assigned to them.

**3.3.49 Operations.**

**3.3.49.1 Emergency Operations.** Activities of the fire department relating to rescue, fire suppression, emergency medical care, and special operations, including response to the scene of the incident and all functions performed at the scene. [1500, 2018]

**3.3.49.2\* Special Operations.** Those emergency incidents to which the fire department responds that require specific and advanced training and specialized tools and equipment. [1500, 2018]

**N 3.3.50 Performance Objective.** The specific requirement or end result of a work activity.

**3.3.51 Public Safety Answering Point (PSAP).** A facility in which 9-1-1 calls are answered. [1221, 2019]

**3.3.52 Quint Apparatus.** See 3.3.10.3.

**3.3.53\* Rapid Intervention Crew (RIC).** A dedicated crew of at least one officer and three members, positioned outside the IDLH, trained and equipped as specified in NFPA 1407, who are assigned for rapid deployment to rescue lost or trapped members.

**3.3.53.1 Initial Rapid Intervention Crew (IRIC).** Two members of the initial attack crew, positioned outside the IDLH, trained and equipped as specified in NFPA 1407, who are assigned for rapid deployment (i.e., two in/two out) to rescue lost or trapped members.

**3.3.54 Rescue.** Those activities directed at locating endangered persons at an emergency incident, removing those persons from danger, treating the injured, and providing for transport to an appropriate health care facility. [1500, 2018]

**N 3.3.55 Rural.** An area with fewer than 500 people per square mile.

**3.3.56 Special Operations.** See 3.3.49.2.

**3.3.57 Specialized Apparatus.** See 3.3.10.4.

**3.3.58\* Staff Aide.** A fire fighter or fire officer assigned to a supervisory chief officer to assist with the logistical, tactical, and accountability functions of incident, division, or sector command.

**3.3.59 Standard Operating Procedure.** A written organizational directive that establishes or prescribes specific operational or administrative methods to be followed routinely for the performance of designated operations or actions. [1521, 2015]

**3.3.60 Structural Fire Fighting.** See 3.3.25.3.

**N 3.3.61 Suburban.** An incorporated or unincorporated area with a population between 500 and 1,000 people per square mile.

**3.3.62 Supervisory Chief Officer.** See 3.3.48.3.

**3.3.63 Team.** Two or more members who have been assigned a common task and are in communication with each other, coordinate their activities as a work group, and support the safety of one another. [1081, 2018]

**3.3.64 Time.**

**3.3.64.1 Alarm Answering Time.** The time interval that begins when the alarm is received at the communication center and ends when the alarm is acknowledged at the communication center.

**3.3.64.2 Alarm Handling Time.** The time interval from the receipt of the alarm at the primary PSAP until the beginning of the transmittal of the response information via voice or electronic means to emergency response facilities (ERFs) or the emergency response units (ERUs) in the field.

**3.3.64.3 Alarm Processing Time.** The time interval from when the alarm is acknowledged at the communication center until response information begins to be transmitted via voice or electronic means to emergency response facilities (ERFs) and emergency response units (ERUs).

**3.3.64.4 Alarm Transfer Time.** The time interval from the receipt of the emergency alarm at the PSAP until the alarm is first received at the communication center.

**3.3.64.5\* Initiating Action/Intervention Time.** The time interval from when a unit arrives on the scene to the initiation of emergency mitigation.

**3.3.64.6\* Total Response Time.** The time interval from the receipt of the alarm at the primary PSAP to when the first emergency response unit is initiating action or intervening to control the incident.

**3.3.64.7 Travel Time.** The time interval that begins when a unit is en route to the emergency incident and ends when the unit arrives at the scene.

**3.3.64.8 Turnout Time.** The time interval that begins when the emergency response facilities (ERFs) and emergency response units (ERUs) notification process begins by either an audible alarm or visual annunciation or both and ends at the beginning point of travel time.

**3.3.65 Total Response Time.** See 3.3.64.6.

**3.3.66 Travel Time.** See 3.3.64.7.

**3.3.67 Turnout Time.** See 3.3.64.8.

**N 3.3.68 Urban.** An incorporated or unincorporated area with a population of over 30,000 people and/or a population density over 1,000 people per square mile but less than 2,999.

**N 3.3.69 Wildland.** An area in which development is essentially nonexistent except for roads, railroads, powerlines, and similar transportation facilities with structures widely scattered.

**N 3.3.70 Wildland Urban Interface (WUI).** The line or zone where structures and other development meet or intermingle with undeveloped wildland or vegetative fuels and the area within or adjacent to private and public property where mitigation actions can prevent damage or loss from wildfire.

## Chapter 4 Organization

### 4.1 Fire Department Organizational Statement.

**4.1.1\*** The authority having jurisdiction (AHJ) shall maintain a written statement or policy that establishes the following:

- (1) Existence of the fire department
- (2) Services that the fire department is required to provide
- (3) Basic organizational structure
- (4) Expected number of fire department members
- (5) Functions that fire department members are expected to perform

**4.1.2\*** The fire department organizational statement shall provide service delivery objectives, including specific time objectives for each major service component [i.e., fire suppression, emergency medical services (EMS), special operations, aircraft rescue and fire fighting, marine rescue and fire fighting, and/or wildland fire fighting] and objectives for the percentage of responses that meet the time objectives.

**Δ 4.1.2.1** The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time **completion** in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)\* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

**4.1.2.2** The fire department shall document the initiating action/intervention time.

#### 4.1.2.3 Alarm Handling.

**4.1.2.3.1** The fire department shall establish a performance objective of having an alarm answering time of not more than 15 seconds for at least 95 percent of the alarms received and not more than 40 seconds for at least 99 percent of the alarms received, as specified by NFPA 1221.

**Δ 4.1.2.3.1.1** Any call not answered within 20 seconds shall be routed to a secondary answering (alternate) center if the primary center is full.

**N 4.1.2.3.1.2** An alarm shall sound if a call is not answered (not processed, just answered) within 60 seconds.

**4.1.2.3.2** When the alarm is received at a public safety answering point (PSAP) and transferred to a secondary answering point or communication center, the agency responsible for the PSAP shall establish a performance objective of having an alarm transfer time of not more than 30 seconds for at least 95 percent of all alarms processed, as specified by NFPA 1221.

**4.1.2.3.3** The fire department shall establish a performance objective of having an alarm processing time of not more than 64 seconds for at least 90 percent of the alarms and not more than 106 seconds for at least 95 percent of the alarms, as specified by NFPA 1221.

**4.1.2.3.3.1** Emergency alarm processing for the following call types shall be completed within 90 seconds 90 percent of the time and within 120 seconds 99 percent of the time:

- (1) Calls requiring emergency medical dispatch questioning and pre-arrival medical instructions
- (2) Calls requiring language translation
- (3) Calls requiring the use of a TTY/TDD device or audio/video relay services
- (4) Calls of criminal activity that require information vital to emergency responder safety prior to dispatching units



- (5) Hazardous material incidents
- (6) Technical rescue
- (7) Calls that require determining the location of the alarm due to insufficient information
- (8) Calls received by text message

**4.1.2.4** The fire department shall establish a performance objective of not less than 90 percent for the achievement of each turnout time and travel time performance objective specified in 4.1.2.1.

#### **4.1.2.5 Evaluations.**

**4.1.2.5.1\*** The fire department shall evaluate its level of service and deployment delivery and alarm handling time, turnout time, and travel time performance objectives on an annual basis.

**4.1.2.5.2\*** The evaluations shall be based on emergency incident data relating to level of service, deployment, and the achievement of each travel time performance objective in each geographic area within the jurisdiction of the fire department.

**4.1.2.6** The fire department shall provide the AHJ with a written report annually.

**4.1.2.6.1** The annual report shall define the geographic areas and/or circumstances in which the requirements of this standard are not being met.

**4.1.2.6.2** The annual report shall explain the predictable consequences of these deficiencies and address the steps that are necessary to achieve compliance.

**N 4.1.2.6.3** The annual report shall identify any deficiencies that are anticipated to develop in the next 3 years and address the steps necessary to continue to achieve compliance to this standard.

#### **N 4.1.2.7 Incident Reports.**

**N 4.1.2.7.1** The fire department shall maintain a standardized reporting system that collects specific information on each incident. [1720:4.4.1]

**N 4.1.2.7.1.1** The incident report shall include the location and nature of the fire or emergency and describe the circumstances of the incident and the operations performed. [1720:4.4.1.1]

**N 4.1.2.7.1.2** This report shall identify the members responding to the incident. [1720:4.4.1.2]

**4.2 Fire Suppression Services.** The fire department organizational statement shall set forth the criteria for the various types of fire suppression incidents to which the fire department is required to respond.

#### **4.3 Emergency Medical Services.**

**4.3.1** The fire department organizational statement shall set forth the criteria for the various types of emergency medical incidents to which the fire department is required and/or expected to respond.

**4.3.2** The fire department organizational statement shall ensure that the fire department's emergency medical response capability includes personnel, equipment, and resources to deploy at the first responder level with AED or higher treatment level.

**4.3.3** Where emergency medical services beyond the first responder with AED level are provided by another agency or private organization, the AHJ, based on recommendations from the fire department, shall include the minimum staffing, deployment, and response criteria as required in Section 5.3 in the following:

- (1) The fire department organizational statement
- (2) Any contract, service agreement, governmental agreement, or memorandum of understanding between the AHJ and the other agency or private organization

#### **4.4 Special Operations.**

**4.4.1** The fire department organizational statement shall set forth the criteria for the various types of special operations response and mitigation activities to which the fire department is required or expected to respond.

**4.4.2\*** The fire department organizational statement shall ensure that the fire department's hazardous materials response capability includes personnel, equipment, and resources to deploy at the first responder operational level as required by 29 CFR 1910.120.

**4.4.3** The fire department organizational statement shall ensure that the fire department's confined space response capability includes personnel, equipment, and resources to deploy at the confined space operational level as required by 29 CFR 1910.146.

**4.4.4** The fire department organizational statement shall set forth the criteria for the various types of fire department response during natural disasters or terrorism incidents, weapons of mass destruction incidents, or large-scale or mass casualty events.

**4.5 Airport Rescue and Fire-Fighting Services.** The fire department organizational statement shall set forth the criteria for the various types of airport rescue and fire-fighting incidents to which the fire department is required or expected to respond.

**4.6 Marine Rescue and Fire-Fighting Services.** The fire department organizational statement shall set forth the criteria for the various types of marine rescue and fire-fighting incidents to which the fire department is required or expected to respond.

**4.7 Wildland Fire Suppression Services.** The fire department organizational statement shall set forth the criteria for the various types of wildland fire suppression incidents to which the fire department is required and/or expected to respond.

#### **4.8 Intercommunity Organization.**

**4.8.1\*** Mutual aid, automatic aid, and fire protection agreements shall be through a written intergovernmental agreement and shall address issues such as liability for injuries and deaths, disability retirements, cost of service, authorization to respond, staffing, and equipment, including the resources to be made available, availability of interoperable communications, and the designation of the incident commander.

**4.8.2** Procedures and training of personnel for all fire departments in mutual aid, automatic aid, and fire protection agreement plans shall be comprehensive to produce an effective fire force and to ensure uniform operations.

## Chapter 5 Fire Department Services

### 5.1 Purpose.

**5.1.1** The services provided by the fire department shall include those activities identified by the organizational statement developed as required by Chapter 4.

**5.1.2** The procedures involved in providing these services, including operations and deployment, shall be established through written administrative regulations, standard operating procedures (SOPs), and departmental orders.

### 5.2\* Fire Suppression Services.

#### 5.2.1 Fire Suppression Capability.

**5.2.1.1** Based on a formal community risk assessment, fire suppression operations shall be organized to ensure that the fire department's fire suppression capability encompasses deployment of personnel, equipment, and resources for an initial arriving company, the initial full alarm assignment, and additional alarm assignments.

**N 5.2.1.2** Response personnel shall be trained in their assigned positions in accordance with Sections 5.2 and 5.3 of NFPA 1500.

**5.2.1.3** The fire department shall be permitted to use established automatic aid and mutual aid agreements to comply with the requirements of Section 5.2.

**5.2.2\* Staffing.** The number of on-duty fire suppression members shall be sufficient to perform the necessary fire-fighting operations given the expected fire-fighting conditions.

**5.2.2.1** These numbers shall be determined through task analyses that take the following factors into consideration:

- (1) Life hazard to the populace protected
- (2) Provisions of safe and effective fire-fighting performance conditions for the fire fighters
- (3) Potential property loss
- (4) Nature, configuration, hazards, and internal protection of the properties involved
- (5) Types of fireground tactics and evolutions employed as standard procedure, type of apparatus used, and results expected to be obtained at the fire scene

**5.2.2.2\*** On-duty members assigned to fire suppression shall be organized into company units and shall have appropriate apparatus and equipment assigned to such companies.

**Δ 5.2.2.2.1\*** The fire department shall identify minimum company staffing levels as necessary to meet the deployment criteria required in 5.2.4 to ensure that a sufficient number of members are assigned, on duty, and available to respond with each company.

**5.2.2.2.2** Each company shall be led by an officer who shall be considered a part of the company.

**5.2.2.2.3\*** Supervisory chief officers shall be dispatched or notified to respond to all full alarm assignments.

**5.2.2.2.4** The supervisory chief officer shall ensure that the incident management system is established as required in Section 6.2.

**5.2.2.2.5\*** Supervisory chief officers shall have staff aides deployed to them for purposes of incident management and accountability at emergency incidents.

**N 5.2.2.3** An incident safety officer shall be deployed upon confirmation of a structural fire, at special operation incidents, or when significant risk is present to the member due to the nature of an incident.

**N 5.2.2.3.1** The incident safety officer, meeting the requirements as specified for the incident safety officer in NFPA 1521, shall have the expertise to evaluate hazards and provide direction with respect to the overall safety of personnel.

**5.2.3 Operating Units.** Fire company staffing requirements shall be based on minimum levels necessary for safe, effective, and efficient emergency operations.

**5.2.3.1 Engine Companies.** Fire companies whose primary functions are to pump and deliver water and perform basic fire fighting at fires, including search and rescue, shall be known as engine companies.

**5.2.3.1.1** These companies shall be staffed with a minimum of four on-duty members.

**5.2.3.1.2** In first-due response zones with a high number of incidents, geographical restrictions, geographical isolation, or urban areas, as identified by the AHJ, these companies shall be staffed with a minimum of five on-duty members.

**5.2.3.1.2.1** In first-due response zones with tactical hazards, high-hazard occupancies, or dense urban areas, as identified by the AHJ, these fire companies shall be staffed with a minimum of six on-duty members.

**5.2.3.2 Ladder/Truck Companies.** Fire companies whose primary functions are to perform the variety of services associated with truck work, such as forcible entry, ventilation, search and rescue, aerial operations for water delivery and rescue, utility control, illumination, overhaul, and salvage work, shall be known as ladder or truck companies.

**5.2.3.2.1** These fire companies shall be staffed with a minimum of four on-duty members.

**5.2.3.2.2** In first-due response zones with a high number of incidents, geographical restrictions, geographical isolation, or urban areas, as identified by the AHJ, these fire companies shall be staffed with a minimum of five on-duty members.

**5.2.3.2.2.1** In first-due response zones with tactical hazards, high-hazard occupancies, or dense urban areas, as identified by the AHJ, these fire companies shall be staffed with a minimum of six on-duty members.

#### 5.2.3.3 Other Types of Companies.

**5.2.3.3.1** Other types of companies equipped with specialized apparatus and equipment shall be provided to assist engine and ladder companies where necessary to support the fire departments' SOPs.

**5.2.3.3.2** These companies shall be staffed with the minimum number of on-duty members required to deal with the tactical hazards, high-hazard occupancies, high incident frequencies, geographical restrictions, or other pertinent factors as identified by the AHJ.

### 5.2.3.4 Fire Companies with Quint Apparatus.

**5.2.3.4.1** A fire company that deploys with quint apparatus, designed to operate as either an engine company or a ladder company, shall be staffed as specified in 5.2.3.

**5.2.3.4.2** If the company is expected to perform multiple roles simultaneously, additional staffing, above the levels specified in 5.2.3, shall be provided to ensure that those operations can be performed as required.

### N 5.2.3.5 Mobile Water Supply Tanker/Tender.

**N 5.2.3.5.1** A mobile water supply apparatus whose primary function is to pick up, transport, and deliver water to the scene of a fire or other incident that requires a dedicated water supply shall be known as either a tanker or tender.

**N 5.2.3.5.2** This tanker/tender shall be staffed with a minimum of two on-duty members.

**N 5.2.3.6 Emergency Medical Care.** Where emergency medical care is provided by outside agencies or organizations, those personnel shall be included in the deployment plan and meet the requirements as stated.

## 5.2.4 Deployment.

### 5.2.4.1 Single-Family Dwelling Initial Full Alarm Assignment Capability.

**5.2.4.1.1\*** The initial full alarm assignment to a structure fire in a typical 2000 ft<sup>2</sup> (186 m<sup>2</sup>), two-story single-family dwelling without basement and with no exposures shall provide for the following:

- (1) Establishment of incident command outside of the hazard area for the overall coordination and direction of the initial full alarm assignment with a minimum of one member dedicated to this task (1)
- (2) Establishment of an uninterrupted water supply of a minimum of 400 gpm (1520 L/min) for 30 minutes with supply line(s) maintained by an operator (1)
- (3) Establishment of an effective water flow application rate of 300 gpm (1140 L/min) from two handlines, each of which has a minimum flow rate of 100 gpm (380 L/min) with each handline operated by a minimum of two members to effectively and safely maintain the line (4)
- (4) Provision of one support member for each attack and backup line deployed to provide hydrant hookup and to assist in laying of hose lines, utility control, and forcible entry (2)
- (5) Provision of at least one victim search and rescue team with each such team consisting of a minimum of two members (2)
- (6) Provision of at least one team, consisting of a minimum of two members, to raise ground ladders and perform ventilation (2)
- (7) If an aerial device is used in operations, one member to function as an aerial operator to maintain primary control of the aerial device at all times (1)
- (8) At a minimum, an initial rapid intervention crew (IRIC) assembled from the initial attack crew and, as the initial alarm response arrives, a full and sustained rapid intervention crew (RIC) established (4)
- (9) Total effective response force with a minimum of 16 (17 if an aerial device is used)

**5.2.4.1.2** When an incident escalates beyond an initial full alarm assignment, or when significant risk is present to the member due to the magnitude of the incident, the incident commander shall request an EMS crew consisting of a minimum of two members to provide treatment and transport for injured members and civilians.

### • 5.2.4.2 Open-Air Strip Shopping Center Initial Full Alarm Assignment Capability.

**5.2.4.2.1\*** The initial full alarm assignment to a structure fire in a typical open-air strip shopping center ranging from 13,000 ft<sup>2</sup> to 196,000 ft<sup>2</sup> (1203 m<sup>2</sup> to 18,209 m<sup>2</sup>) in size shall provide for the following:

- (1) Establishment of incident command outside the hazard area for the overall coordination, direction, and safety of the initial full alarm assignment with a minimum of two members dedicated to managing this task (2)
- (2) Establishment of two uninterrupted water supplies at a minimum of 500 gpm (1892 L/min), with each supply line maintained by an operator (2)
- (3) Establishment of an effective water flow application rate of 500 gpm (1892 L/min) from three handlines, each of which has a minimum flow rate of 150 gpm (568 L/min), with each handline operated by a minimum of two members to effectively and safely maintain each handline (6)
- (4) Provision of one support member for each attack, backup, and exposure line deployed to provide hydrant hookup and to assist in laying of hose lines, utility control, and forcible entry (3)
- (5) Provision of at least two victim search-and-rescue teams, each team consisting of a minimum of two members (4)
- (6) Provision of at least two teams, each team consisting of a minimum of two members, to raise ground ladders and perform ventilation (4)
- (7) If an aerial device(s) is used in operations, one member to function as an aerial operator and maintain primary control of the aerial device at all times (1)
- (8) At a minimum, an initial rapid intervention crew (IRIC) assembled from the initial attack crew and, as the initial alarm response arrives, a full and sustained rapid intervention crew (RIC) established (4)
- (9) The establishment of an initial medical care component consisting of at least two members capable of providing immediate on-scene emergency medical support and transport that provides rapid access to civilians or members potentially needing medical treatment (2)
- (10) Total effective response force a minimum of 27 (28 if an aerial device is used)

### 5.2.4.3 Apartment Initial Full Alarm Assignment Capability.

**5.2.4.3.1** The initial full alarm assignment to a structure fire in a typical 1200 ft<sup>2</sup> (111 m<sup>2</sup>) apartment within a three-story, garden-style apartment building shall provide for the following:

- (1) Establishment of incident command outside the hazard area for the overall coordination, direction, and safety of the initial full alarm assignment with a minimum of two members dedicated to managing this task (2)
- (2) Establishment of two uninterrupted water supplies at a minimum of 400 gpm (1520 L/min), with each supply line maintained by an operator (2)

- (3) Establishment of an effective water flow application rate of 300 gpm (1140 L/min) from three handlines, each of which has a minimum flow rate of 100 gpm (380 L/min), with each handline operated by a minimum of two members to effectively and safely maintain each handline (6)
- (4) Provision of one support member for each attack, backup, and exposure line deployed to provide hydrant hookup and to assist in laying of hose lines, utility control, and forcible entry (3)
- (5) Provision of at least two victim search-and-rescue teams, each team consisting of a minimum of two members (4)
- (6) Provision of at least two teams, each team consisting of a minimum of two members, to raise ground ladders and perform ventilation (4)
- (7) If an aerial device is used in operations, one member to function as an aerial operator and maintain primary control of the aerial device at all times (1)
- (8) At a minimum, an initial rapid intervention crew (IRIC) assembled from the initial attack crew and, as the initial alarm response arrives, a full and sustained rapid intervention crew (RIC) established (4).
- (9) The establishment of an initial medical care component consisting of at least two members capable of providing immediate on-scene emergency medical support, and transport that provides rapid access to civilians or members potentially needing medical treatment (2)
- (10) Total effective response force a minimum of 27 (28 if an aerial device is used)

#### 5.2.4.4\* High-Rise Initial Full Alarm Assignment Capability.

Δ 5.2.4.4.1 Initial full alarm assignment to a fire in a building with the highest floor greater than 75 ft (23 m) above the lowest level of fire department vehicle access shall provide for the following:

- (1) Establishment of a stationary incident command post outside the hazard area for overall coordination and direction of the initial full alarm assignment with a minimum of one officer with an aide dedicated to these tasks and all operations are to be conducted in compliance with the incident command system. (2)
- (2) Establishment of an uninterrupted water supply to the building standpipe/sprinkler connection sufficient to support fire attack operations maintained by an operator and if the building is equipped with a fire pump, one additional member with a radio to be sent to the fire pump location to monitor and maintain operation. (1/1)
- (3) Establishment of an effective water flow application rate on the fire floor at a minimum of 500 gpm (1892 L/m) from two handlines, each operated by a minimum of two members to safely and effectively handle the line. (4)
- (4) Establishment of an effective water flow application rate on the floor above the fire floor at a minimum of 250 gpm (946 L/m) from at least one handline, with each deployed handline operated by a minimum of two members to safely and effectively handle the line. (2)
- (5) At a minimum, an initial rapid intervention crew (IRIC) assembled from the initial attack crew and, as the initial alarm response arrives, a full and sustained rapid intervention crew (RIC) established. (4)
- (6) Provision of two or more search-and-rescue teams consisting of a minimum of two members each. (4)

- (7) Provision of one officer, with an aide, dedicated to establishing an oversight at or near the entry point on the fire floor(s). (2)
- (8) Provision of one officer, with an aide, dedicated to establishing an oversight at or near the point of entry on the floor above the fire. (2)
- (9) Provision of two or more evacuation management teams to assist and direct building occupants with evacuation or sheltering actions, with each team consisting of a minimum of two members. (4)
- (10) Provision of one or more members to account for and manage elevator operations. (1)
- (11) Provision of a minimum of one trained incident safety officer. (1)
- (12) Provision of a minimum of one officer two floors below the fire floor to manage the interior staging area. (1)
- (13) Provision of a minimum of two members to manage member rehabilitation and at least one of the members to be trained to the ALS level. (2)
- (14) Provision of an officer and a minimum of three members to conduct vertical ventilation operations. (4)
- (15) Provision of a minimum of one officer to manage the building lobby operations. (1)
- (16) Provision of a minimum of two members to transport equipment to a location below the fire floor. (2)
- (17) Provision of one officer to manage external base operations. (1)
- (18) The establishment of an initial medical care component consisting of a minimum of two crews with a minimum of two members each with one member trained to the ALS level capable of providing immediate on-scene emergency medical support, and transport that provides rapid access to civilians or members potentially needing medical treatment. (4)
- (19) Total effective response force a minimum of 42 (43 if the building is equipped with a fire pump).

N 5.2.4.5\* **Fire Alarm Notification Assignment.** Initial alarm assignment to a fire alarm signal notification, without confirmation of a suspected fire condition and without multiple detection signals, shall be a minimum of one four-person company to investigate the cause of the fire alarm signal notification.

#### 5.2.4.6 Additional Alarm Assignments.

5.2.4.6.1\* Fire departments that respond to fires in occupancies that present hazards greater than those found in the occupancy described in 5.2.4.1 shall deploy additional resources on the initial alarm.

5.2.4.6.2\* The fire department shall have the capability to deploy additional alarm assignments that can provide for additional command staff, members, and additional services, including the application of water to the fire; engagement in search and rescue, forcible entry, ventilation, and preservation of property; safety and accountability for personnel; and provision of support activities for those situations that are beyond the capability of the initial full alarm assignment.

• 5.3\* **Emergency Medical Services (EMS).** The purpose of this section shall be to provide standards for the delivery of EMS by fire departments.

Δ 5.3.1 The fire department shall document its role, responsibilities, functions, and performance objectives for the delivery of EMS.

**5.3.1.1** EMS operations shall be organized to ensure that the fire department's emergency medical capability includes members, equipment, and resources to deploy the initial arriving company and additional alarm assignments.

**5.3.1.2** The fire department shall be permitted to use established automatic aid or mutual aid agreements to comply with the requirements of Section 5.3.

### **5.3.2\* System Components.**

#### **5.3.2.1 Treatment Levels.**

**5.3.2.1.1** The basic treatment levels within an EMS system, for the purposes of this standard, shall be categorized as first responder, basic life support (BLS), and advanced life support (ALS).

**5.3.2.1.2** The specific patient treatment capabilities associated with each level shall be determined by the AHJ based on the requirements for approval and licensing of EMS providers within each state or province.

#### **5.3.2.2 Training Levels.**

**5.3.2.2.1** The minimal level of training for all members that respond to emergency incidents shall be to the first responder/AED level.

**5.3.2.2.2** The AHJ shall determine if further training is required.

### **5.3.3 EMS System Functions.**

**5.3.3.1** The AHJ shall determine which of the following components of an EMS system the fire department shall be responsible for providing:

- (1) Initial response to provide medical treatment at the location of the emergency (first responder with AED capability or higher)
- (2) BLS response
- (3) ALS response
- (4) Patient transport in an ambulance or alternative vehicle designed to provide for uninterrupted patient care at the ALS or BLS level while en route to a medical facility
- (5) Assurance of response and medical care through a quality management program

#### **5.3.3.2 Staffing.**

**5.3.3.2.1** On-duty EMS units shall be staffed with the minimum members necessary for emergency medical care relative to the level of EMS provided by the fire department.

**5.3.3.2.2** EMS staffing requirements shall be based on the minimum levels needed to provide patient care and member safety.

**5.3.3.2.2.1** Units that provide emergency medical care shall be staffed at a minimum with members trained to the first responder/AED level.

**5.3.3.2.2.2** Units that provide BLS transport shall be staffed and trained at the level prescribed by the state or provincial agency responsible for providing EMS licensing.

**5.3.3.2.2.3** Units that provide ALS transport shall be staffed and trained at the level prescribed by the state or provincial agency responsible for providing EMS licensing.

### **5.3.3.3 Service Delivery Deployment.**

**5.3.3.3.1** The fire department shall adopt service delivery objectives based on time standards for the deployment of each service component for which it is responsible.

**5.3.3.3.2** Personnel deployed to ALS emergency responses shall include a minimum of two members trained at the emergency medical technician-paramedic level and two members trained at the emergency medical technician-basic level arriving on scene within the established travel time.

### **5.3.4 Quality Management.**

**5.3.4.1** The fire department shall institute a quality management program to ensure that the service has met the time performance objectives as required in 4.1.2 for all medical responses.

#### **5.3.4.2 Fire Department Medical Personnel Review.**

**5.3.4.2.1** All first responder and BLS medical care provided by the fire department shall be reviewed by the fire department medical personnel.

**5.3.4.2.2** This review process shall be documented.

#### **5.3.4.3 Medical Director Review.**

**5.3.4.3.1** All fire departments with ALS services shall have a named medical director with the responsibility to oversee and ensure quality medical care in accordance with state or provincial laws or regulations.

**5.3.4.3.2** This review process shall be documented.

**5.3.4.4** Fire departments providing ALS services shall provide a mechanism for immediate communications with EMS supervision and medical oversight.

**5.4 Special Operations Response.** Special operations shall be organized to ensure that the fire department's special operations capability includes members, equipment, and resources to deploy the initial arriving company and additional alarm assignments providing such services.

**5.4.1** The fire department shall be permitted to use established automatic aid or mutual aid agreements to comply with the requirements of Section 5.4.

**5.4.2** The fire department shall adopt a special operations response plan and SOPs that specify the roles and responsibilities of the fire department and the authorized functions of members responding to hazardous materials emergency incidents.

**5.4.3** All fire department members expected to respond to emergency incidents beyond the first responder operations level for hazardous materials response shall be trained to the applicable requirements of NFPA 472.

**5.4.4** All fire department members expected to respond to emergency incidents beyond the confined space operations level for confined space operations shall be trained to the applicable requirements of NFPA 1670.

**5.4.5** The fire department shall have the capacity to implement an RIC, consisting of personnel trained and equipped as specified in NFPA 1407, during all special operations incidents that would subject members to immediate danger or injury in

the event of equipment failure or other sudden events, as required by NFPA 1500.

**5.4.6** If a higher level of emergency response is needed beyond the capability of the fire department for special operations, the fire department shall determine the availability of outside resources that deploy these capabilities and the procedures for initiating their response.

**5.4.7** The fire department shall limit its activities to only those specific special operations functions for which its members have been trained and are correctly equipped.

## **5.5 Airport Rescue and Fire-Fighting (ARFF) Services.**

**5.5.1** Airport fire departments shall adopt operations response plans and SOPs that specify the roles and responsibilities for nonaircraft incidents as required by 5.1.2.

**5.5.2** ARFF operations shall be organized to ensure that the fire department's capability includes members, equipment, and resources to deploy the initial arriving company, the initial full alarm assignment, and additional alarm assignments as required in 5.2.4.

**5.5.3** Airport fire departments shall have access to special tools, equipment, supplies, personal protective equipment (PPE), and other airport resources that are required to perform operations in their assigned roles and responsibilities.

### **5.5.4 Deployment.**

**5.5.4.1** The airport fire department shall deploy the required number of ARFF vehicles required for the airport's assigned category as established by NFPA 403.

**5.5.4.2** Airport fire department companies equipped with specialized apparatus and equipment shall be provided to assist ARFF companies where deemed necessary as identified in 5.5.1.

**5.5.4.3** Airport fire department companies that deploy to structure fire incidents on airport property shall meet the time performance objective requirements of 4.1.2.

**5.5.4.4** Airport fire department companies that deploy to emergency medical incidents on airport property shall meet the time performance objective requirements of 4.1.2.

**5.5.4.5** The airport fire department shall be permitted to use established automatic aid or mutual aid agreements to comply with the requirements of Section 5.5.

### **5.5.5 Staffing.**

**5.5.5.1** Airport fire department ARFF companies shall be staffed as required by NFPA 403.

**5.5.5.2** Airport fire department companies that deploy to structure fire incidents on airport property shall meet the staffing requirements of 5.2.2.

**5.5.5.3** Airport fire department companies that deploy to emergency medical incidents on airport property shall meet the staffing requirements of 5.3.3.2.

### **5.5.6 Emergency Operations.**

**5.5.6.1** At all emergency scene operations, an incident management system shall be used that meets the requirements of Section 6.2.

**5.5.6.2\*** Incident command shall be established outside of the hazard area for the overall coordination and direction of the initial full alarm assignment.

**5.5.6.3** A member shall be dedicated to the task of incident commander.

## • **5.6\* Marine Rescue and Fire-Fighting (MRFF) Services.**

**5.6.1** MRFF operations shall be organized to ensure that the fire department's marine capability includes members, equipment, and resources to deploy to the alarm assignments associated with a marine emergency incident.

### **5.6.2 Response Plan.**

**5.6.2.1** The fire department shall adopt a marine operations response plan and SOPs that specify the roles and responsibilities of the fire department and the authorized functions of members responding to marine emergencies.

**5.6.2.2** Fire department marine operations response plans and SOPs shall be coordinated with the applicable agencies, such as the port or harbor authority and supporting agencies.

**5.6.3** Marine fire departments shall have access to special tools, equipment, supplies, PPE, and other marine resources that are required to perform operations in their assigned roles and responsibilities.

### **5.6.4 Staffing.**

#### **5.6.4.1 Numbers of On-Duty Marine Personnel.**

**5.6.4.1.1** On-duty marine personnel shall consist of the number necessary for fire-fighting performance relative to the expected MRFF conditions.

**5.6.4.1.2** On-duty marine members numbers shall be determined through task analyses as required for types of marine vessels and through additional task analyses that take the following factors into consideration:

- (1) Life hazard to the populace protected
- (2) Provisions of safe and effective fire-fighting performance conditions for the members
- (3) Potential property loss
- (4) Nature, configuration, hazards, and internal protection of the properties involved
- (5) Types of tactics and evolutions employed as standard procedure, type of marine vessel used, and results expected to be obtained at the fire scene
- (6) Requirements of the regulatory AHJs over navigable waters, ports, and harbors

#### **5.6.4.2 Organization of On-Duty Members.**

**5.6.4.2.1** On-duty members assigned to marine fire fighting shall be organized into company units and shall have required vessels and equipment assigned to such companies.

**5.6.4.2.2** Each marine company shall be led by an officer who shall be considered a part of the company.

### **5.6.5 Operating Units.**

**5.6.5.1\*** Fire companies whose primary function is to deliver and pump water and extinguishing agents at the scene of a marine incident shall be known as marine companies.

**5.6.5.2** These companies shall be staffed with a minimum number of on-duty members as required by the tactical and

occupancy hazards to which the marine vessel responds and by the regulatory AHJs over navigable waters, ports, and harbors.

**5.7 Wildland Fire Suppression Services.** Wildland fire suppression operations shall be organized to ensure that the fire department's wildland fire suppression capability includes members, equipment, and resources to deploy wildland direct operations that can address marginal situations before they get out of control and wildland indirect fire-fighting operations that can be assembled and placed into operation against major wildland fires.

#### **5.7.1 Organization.**

**5.7.1.1** Fire departments performing wildland operations shall adopt a wildland fire-fighting operations response plan and SOPs that specify the roles and responsibilities of the fire department and the authorized functions of members responding to wildland fire emergencies.

**5.7.1.2** All wildland fire suppression operations shall be organized to ensure compliance with NFPA 1143.

**5.7.1.3** Fire departments performing wildland operations shall have access to special tools, equipment, supplies, PPE, and other wildland resources that are required to perform operations in their assigned roles and responsibilities.

**5.7.2 Staffing.** The number of on-duty wildland fire-fighting personnel shall be sufficient to perform the necessary fire-fighting operations given the expected wildland fire-fighting conditions.

**5.7.2.1** On-duty wildland fire-fighting members' numbers shall be determined through task analyses that take the following factors into consideration:

- (1) Life hazard to the populace protected
- (2) Provisions of safe and effective fire-fighting performance conditions for the members
- (3) The number of trained response members available to the department, including mutual aid resources
- (4) Potential property loss
- (5) Nature, configuration, hazards, and internal protection of the properties involved
- (6) Types of wildland tactics and evolutions employed as standard procedure, type of apparatus used, and results expected to be obtained at the fire scene
- (7) Topography, vegetation, and terrain in the response area(s)

**5.7.2.2** On-duty personnel assigned to wildland operations shall be organized into crews and shall have required apparatus and equipment assigned to such companies.

**5.7.2.2.1** The fire department shall identify minimum crew staffing levels necessary to meet the deployment criteria to ensure that a sufficient number of members are assigned, on duty, and available to respond with each crew.

**5.7.2.2.2** Each crew shall be led by an officer who shall be considered a part of the crew.

**5.7.2.2.3** Supervisory chief officers shall be dispatched or notified to respond to all full alarm assignments.

**5.7.2.2.4** The supervisory chief officer shall ensure that the incident management system is established as required in Section 6.2.

#### **N 5.7.2.3 Additional Staffing.**

**N 5.7.2.3.1** At least two wildland fire fighters shall be dispatched to a wildland fire and be referred to as a team.

**N 5.7.2.3.2** For the purposes of dispatching wildland fire-fighting resources, a team shall be defined as a minimum of two certified wildland fire-fighting personnel.

**N 5.7.2.3.3** One fire fighter shall be capable of performing as an IAIC on scene at the incident.

**N 5.7.2.3.4** The second separate fire fighter dispatched shall perform fire-fighting operations under the supervision of the IAIC.

**N 5.7.2.3.5** The IAIC shall conduct an initial assessment and size-up of the incident.

**N 5.7.2.3.6** The IAIC shall use his or her judgment based on training and experience in deciding whether to safely engage the incident with the crew on scene or request additional resources.

**N 5.7.2.3.7** The IAIC shall assume the duties of command and incident safety officer until relieved on the incident.

**N 5.7.2.3.8** Members shall not be dispatched or respond to a wildfire alone without additional personnel on scene to perform the duties of IAIC.

**5.7.3 Operating Units.** Fire crews whose primary function is to deliver and pump water and extinguishing agents at the scene of a wildland fire shall be known as wildland crews.

**5.7.3.1** These crews shall be staffed with a minimum of four on-duty members.

**5.7.3.2** Engine and ladder (truck) crews that respond to wildland fire fighting and/or urban interface wildland fire-fighting incidents shall be staffed as required by 5.2.3.

#### **Δ 5.7.3.3 Other Types of Crews.**

**5.7.3.3.1** Other types of crews equipped with specialized apparatus and equipment for wildland fire fighting, including aircraft, heavy equipment, mini-pumpers, and fast attack vehicles, shall be provided to assist wildland engine and ladder companies where deemed necessary as part of established practice.

**5.7.3.3.2** These crews shall be staffed with a minimum number of on-duty personnel as required by the tactical, topographical, environmental, fuel (vegetation), and occupancy hazards.

#### **5.7.4 Deployment.**

##### **5.7.4.1 Required Number of Vehicles.**

**5.7.4.1.1** The fire department shall deploy from its wildland resources the number of vehicles required for a direct and/or indirect attack.

**5.7.4.1.2\*** Prior to the initiation of any wildland fire attack, the fire department shall have the capacity to establish a look-out(s), communications with all crew members, escape route(s), and safety zone(s) for vehicles and members.

##### **5.7.4.2 Direct Attack.**

**Δ 5.7.4.2.1** The fire department shall have the capability to initiate a direct wildland attack within 10 minutes after arrival of the initial crew at the fire scene.



▲ 5.7.4.2.2 One member in the first-arriving crew shall be assigned as the incident commander for the overall coordination and direction of the direct attack activities.

5.7.4.2.3 The direct wildland attack shall include the establishment of an effective water flow application rate of 30 gpm (114 L/min) from at least two 500 ft (150 m) 1½ in. (38 mm) diameter attack handlines from two engines.

5.7.4.2.4 Each attack handline shall be operated by a minimum of two members to deploy and maintain the line.

5.7.4.2.5 One operator shall remain with each fire apparatus supplying water flow to ensure uninterrupted water flow application.

▲ 5.7.4.2.6 A wildland crew leader shall be provided with each crew, to be responsible for overall supervision of each of the crew members and for maintaining personnel accountability and crew safety.

#### 5.7.4.3 Indirect Attack.

5.7.4.3.1 The fire department providing wildland fire suppression operations shall have the capability to deploy an indirect attack, including application of water to the fire, engagement in search and rescue and preservation of property, accountability for personnel, and provision of support activities for those situations that are beyond the capability of the direct attack.

#### 5.7.5 Non-Wildland Emergencies.

5.7.5.1 Wildland crews that deploy to structure fire incidents shall meet the time performance objective requirements of 4.1.2.

5.7.5.2 Wildland crews that deploy to emergency medical incidents shall meet the time performance objective requirements of 4.1.2.

## Chapter 6 Systems

**6.1 Safety and Health System.** A fire-fighter occupational safety and health program shall be provided in accordance with NFPA 1500.

#### 6.2\* Incident Management System.

6.2.1 An incident management system shall be provided in accordance with NFPA 1561 to form the basic structure of all emergency operations of the fire department, regardless of the scale of the department or the emergency.

6.2.2\* An incident management system shall be designed to manage incidents of different types, including structure fires, wildland fires, hazardous materials incidents, emergency medical operations, and other types of emergencies that could be encountered by the department.

#### 6.3 Training Systems.

6.3.1 The fire department shall have a training program and policy that ensure that members are trained and competency is maintained to execute all responsibilities consistent with the department's organization and deployment as addressed in Chapters 4 and 5.

6.3.2 The agency shall demonstrate in its annual report that it has ensured competency for necessary knowledge, skills, and

abilities based on the community's specific hazards and risks, to include at least the hazards specifically addressed in this standard, for each member that is considered part of the effective response force.

6.3.3 The agency shall adopt training standards based on the cited hazards and risks, set performance objectives to achieve those standards, and demonstrate training and competency by meeting the performance objectives.

#### 6.4 Communications Systems.

6.4.1 The fire department shall have a reliable communications system to facilitate prompt delivery of public fire suppression, EMS, and special operations.

6.4.2 All communications facilities, equipment, staffing, operating procedures, performance objectives, and reporting shall comply with NFPA 1221.

6.4.3 Operating procedures for radio communications shall provide for the use of standard protocols and terminology at all types of incidents.

6.4.4 Standard terminology, in compliance with NFPA 1561, shall be established to transmit information, including strategic modes of operation, situation reports, and emergency notifications of imminent hazards.

#### 6.5\* Pre-Incident Planning.

6.5.1 The fire department shall set forth operational requirements to conduct pre-incident planning, in accordance with NFPA 1620.

6.5.2 Particular attention shall be provided to all target hazards.

## Annex A Explanatory Material

*Annex A is not a part of the requirements of this NFPA document but is included for informational purposes only. This annex contains explanatory material, numbered to correspond with the applicable text paragraphs.*

**A.1.1** The standard includes minimum requirements that are intended to provide effective, efficient, and safe protective services that operate on a sound basis to prevent fires, reduce risk to lives and property, deal with incidents that occur, and prepare for anticipated incidents. It sets minimum standards considered necessary for the provision of public fire protection by career fire departments. It addresses the structure and operation of organizations providing such services, including fire suppression and other assigned emergency response responsibilities, which include EMS and special operations.

**A.1.2.1** A fundamental concept of fire risk is associated with modern society. Public fire service organizations are expected to reduce the risk within their areas of jurisdiction by taking measures to prevent the outbreak of fires, limit the extent and severity of fires, provide for the removal or rescue of endangered persons, control and extinguish fires that occur within the jurisdiction, and perform other emergency response operations and delivery of EMS.

The cumulative effects of preventive efforts, risk reduction and control, and fire suppression capabilities result in variable levels of risk to the jurisdictions and their residents.

The risk remaining after deducting the cumulative effect of the public fire service organization's efforts is the responsibility of each individual, including owners, operators, occupants, and casual visitors to properties. It should be noted that fire risk cannot be completely avoided or eliminated.

**A.1.4** Nothing in this standard is intended to prohibit the use of systems, methods, or approaches of equivalent or superior performance to those prescribed by this standard. The equivalency statement contained in this standard allows jurisdictions to use other "systems, methods, or approaches" to meet requirements of the standard if they can validate and document in writing that such are equal or superior to the requirements contained in the standard. This equivalency statement is not intended to allow any jurisdiction or fire department to reduce the requirements in the standard and still claim compliance. Moreover, it specifically requires any jurisdiction relying on "equivalent" systems, methods, or approaches to validate, demonstrate, and document in writing that the standard is equal or superior to the requirements contained in this standard.

The authority having jurisdiction (AHJ) determines what systems, methods, or approaches are equivalent or superior in performance. The AHJ should approach the assessment by reviewing the overall public fire protection and EMS system performance.

**A.3.2.1 Approved.** The National Fire Protection Association does not approve, inspect, or certify any installations, procedures, equipment, or materials; nor does it approve or evaluate testing laboratories. In determining the acceptability of installations, procedures, equipment, or materials, the authority having jurisdiction may base acceptance on compliance with NFPA or other appropriate standards. In the absence of such standards, said authority may require evidence of proper installation, procedure, or use. The authority having jurisdiction may also refer to the listings or labeling practices of an organization that is concerned with product evaluations and is thus in a position to determine compliance with appropriate standards for the current production of listed items.

**A.3.2.2 Authority Having Jurisdiction (AHJ).** The phrase "authority having jurisdiction," or its acronym AHJ, is used in NFPA documents in a broad manner, since jurisdictions and approval agencies vary, as do their responsibilities. Where public safety is primary, the authority having jurisdiction may be a federal, state, local, or other regional department or individual such as a fire chief; fire marshal; chief of a fire prevention bureau, labor department, or health department; building official; electrical inspector; or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the authority having jurisdiction. In many circumstances, the property owner or his or her designated agent assumes the role of the authority having jurisdiction; at government installations, the commanding officer or departmental official may be the authority having jurisdiction.

**A.3.3.2.1 Automatic Aid.** Automatic aid is established through a written intergovernmental agreement that provides for the simultaneous dispatch of a predetermined response of personnel and equipment to a neighboring jurisdiction upon receipt of an alarm and is included as part of a communication center's dispatch protocols.

**A.3.3.4 Aircraft Rescue and Fire-Fighting (ARFF) Vehicle.** The apparatus is typically equipped with a large water tank [commencing at 1000 gal (3800 L) and extending to over 6000 gal (22,800 L)]; a supply of fire-fighting extinguishing agents; remote-controlled large roof turret(s), extendable turret nozzle(s), and bumper turret(s) (ground sweep nozzles) that are used for the discharge of extinguishing agent; and pre-connected handlines.

**A.3.3.5 Alarm.** In some jurisdictions, an alarm is referred to as an incident or call for service.

**A.3.3.14 Community Risk Assessment.** Community risk assessment begins with identification of the hazards present in the community. Given that a particular hazard exists in a community, the consequences of an emergency event (e.g., fire) in such a hazard are ultimately determined by the mitigation efforts. In other words, the consequences are the results of the combination of the risk level of the hazard, the duration and nature of the event, property loss (e.g., building damage or collapse), personal injury or loss of life, economic losses, interruption of business and related operations, and damage to the environment. These consequences are often grouped into the following four categories:

- (1) Human impacts (e.g., civilian and firefighter injuries and deaths)
- (2) Economic impacts (e.g., property loss — both direct and indirect effects)
- (3) Psychological impacts (e.g., public confidence)
- (4) Functional impacts (e.g., continuity of operations)

**A.3.3.15 Company.** For fire suppression and other emergency operations, in some jurisdictions, the response capability of the initial arriving company is configured with two apparatus operating together. This can be a result of apparatus not being configured with seated and belted positions for four members, therefore requiring a second vehicle to carry additional personnel. It can also be the result of the fire department's SOPs, which require two apparatus operating together to complete the operational procedures. The objective is to ensure that a minimum of four personnel are assigned to and deployed as a company. The two (or more) pieces of apparatus would always be dispatched and respond together as a single company. Some examples of this include the following:

- (1) A pumper and tanker/tender that would be responding together outside a municipal water district
- (2) A multiple-piece company, specified as such in a fire department's SOPs, such as an engine or ladder company that responds with a rescue unit, water tender, or other type of apparatus
- (3) A company that consists of a pumper with an additional vehicle as a personnel carrier
- (4) A pumper and an ambulance or rescue unit that always respond together

**A.3.3.25.1 Aircraft Rescue and Fire Fighting.** Such rescue and fire-fighting actions are performed both inside and outside of the aircraft.

**A.3.3.25.2 Marine Rescue and Fire Fighting.** Marine companies can be utilized for special operations, including a platform for dive and scuba operations and for providing a secure water supply for land-based operations.

**A.3.3.27 Fire Suppression.** Fire suppression includes all activities performed at the scene of a fire incident or training exercise that expose fire department members to the dangers of heat, flame, smoke, and other products of combustion, explosion, or structural collapse. [1500, 2018]

**A.3.3.29 First Responder (EMS).** A first responder also assists higher level EMS providers.

**N A.3.3.31 Full-Time Equivalent (FTE).** Full-time equivalent calculations for fire departments can vary based on the work week established for the department. Typical fire department work weeks include, but are not limited to, 42-, 48-, and 56-hour weeks. The weeks are calculated based on a seven-day period.

**N A.3.3.33 Geographical Restriction.** In this sense, a geographical restriction should be a condition, measure, or infrastructure design such as a railroad crossing, drawbridge, narrow street that is inaccessible by fire apparatus, traffic demand pattern, long supply line lay, or other similar circumstance that impedes an apparatus' travel to an incident.

**A.3.3.34 Hazard.** Hazards include the characteristics of facilities, equipment systems, property, hardware, or other objects; and the actions and inactions of people that create such hazards.

**A.3.3.36 High-Hazard Occupancy.** These occupancies include schools, hospitals, and other special medical facilities, nursing homes, high-risk residential occupancies, neighborhoods with structures in close proximity to one another, high-rise buildings, explosives plants, refineries, and hazardous materials occupancies.

**A.3.3.38 Incident Management System (IMS).** The system should be consistent with NIMS and the National Response Framework. The system is also referred to as an incident command system (ICS).

**A.3.3.44.2 Basic Life Support (BLS).** Basic life support could also include expediting the safe and timely transport of the patient to a hospital emergency department for definitive medical care.

**A.3.3.46 Member.** A fire department member can be a full-time or part-time employee or a paid or unpaid volunteer, can occupy any position or rank within the fire department, and can engage in emergency operations. [1500, 2018]

**A.3.3.48.1 Company Officer.** This person can be someone appointed in an acting capacity. The rank structure could be either sergeant, lieutenant, or captain.

**A.3.3.48.3 Supervisory Chief Officer.** The position of supervisory chief officer is above that of a company officer, who responds automatically and/or is dispatched to an alarm beyond the initial alarm capabilities, or other special calls. In some jurisdictions, this is the rank of battalion chief, district chief, deputy chief, assistant chief, or senior divisional officer (U.K. fire service).

**A.3.3.49.2 Special Operations.** Special operations include water rescue, extrication, hazardous materials, confined space entry, high-angle rescue, aircraft rescue and fire fighting, and other operations requiring specialized training. [1500, 2018]

**A.3.3.53 Rapid Intervention Crew (RIC).** The RIC reports directly to the incident commander or operations chief. This dedicated crew is not to be confused with the IRIC.

**A.3.3.58 Staff Aide.** This member is assigned to a supervisory chief officer who assists at incident scene operations, which can include personnel accountability, communications, and other logistical and administrative support. In addition, this member can assist in coordinating training activities, respond to citizen inquiries, coordinate staffing issues and sick leave follow-up, and assign resource allocations for facilities and apparatus under the supervisory chief officer's jurisdiction. Staff aides can be known as field incident technician, staff assistant, battalion fire fighter, or battalion adjutant.

**A.3.3.64.5 Initiating Action/Intervention Time.** A benchmark time frame isn't set to initiate a mitigating action or take other steps to intervene in resolving the issue that created the incident. Fire departments should track these times based on their SOPs and evaluate the data based on the nature of the incident.

**A.3.3.64.6 Total Response Time.** A "cascade of events" chart, shown as Figure A.3.3.64.6, is provided to assist understanding the relationship between NFPA 1221, NFPA 1710, and Initiating Time/Intervention Time (currently not addressed by a single NFPA standard). Three phases are included in total response time. They are as follows:

- (1) Phase One — Alarm Handling Time, which includes alarm transfer time, alarm answering time, and alarm processing time (addressed by NFPA 1221)
- (2) Phase Two — Turnout Time and Travel Time (addressed by NFPA 1710)
- (3) Phase Three — Initiating Action/Intervention Time

**A.4.1.1** The AHJ generally has the responsibility to determine the following:

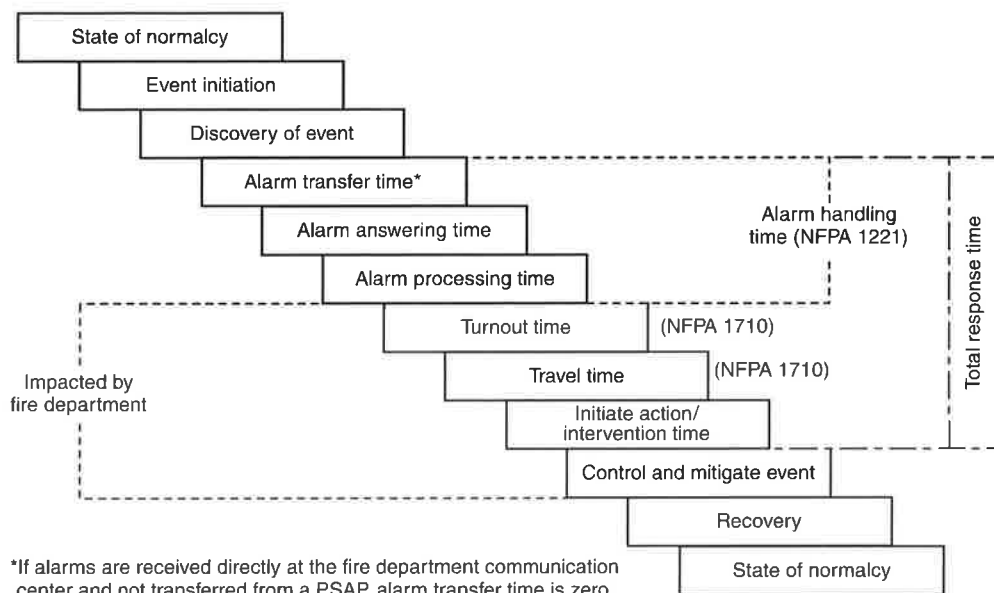
- (1) Scope and level of service provided by the fire department
- (2) Necessary level of funding
- (3) Necessary level of personnel and resources, including facilities

To provide service, the AHJ should have the power to levy taxes or solicit funding, to own property and equipment, and to cover personnel costs. The authority necessary is conveyed by law to a local jurisdiction.

In addition, the governing body also should monitor the achievement of the management goals of the department, such as fire prevention, community life safety education, fire suppression, employee training, communications, maintenance, and department administration.

The organizational statement is a very important basis for many of the provisions of this standard. The statement sets forth the legal basis for operating a fire department, the organizational structure of the fire department, number of members, training requirements, expected functions, and authorities and responsibilities of various members or defined positions.

A key point is to clearly set out the specific services the fire department is authorized and expected to perform. Most fire departments are responsible to a governing body. The governing body has the right and should assert its authority to set the specific services and the limits of the services the fire department will provide. It also has the responsibility to furnish the



**FIGURE A.3.3.64.6 Cascade of Events Chart.**

necessary resources for delivery of the designated services. The fire department should provide its governing body with a specific description of each service, with options or alternatives and an accurate analysis of the costs and resources needed for each service.

Such services could include structural fire fighting, wildland fire fighting, airport/aircraft fire fighting, emergency medical services, hazardous materials response, high-angle rescue, heavy rescue, and others.

Spelling out the specific parameters of services to be provided allows the fire department to plan, staff, equip, train, and deploy members to perform these duties. It also gives the governing body an accounting of the costs of services and allows it to select those services it can afford to provide. Likewise, the governing body should identify services it cannot afford to provide and cannot authorize the fire department to deliver, or it should assign those services to another agency.

The factors that should be included in the AHJ's risk assessment process include adopted building codes, required fire/life safety related engineering controls, accepted service delivery performance objectives, complexity of facilities, and occupancy hazards (low, medium, and high) within the jurisdiction.

The fire department should be no different than any other government agency that has the parameters of its authority and services clearly defined by the governing body.

Legal counsel should be used to ensure that any statutory services and responsibilities are being met.

The majority of public fire departments are established under the charter provisions of their governing body or through the adoption of statutes. These acts define the legal basis for operating a fire department, the mission of the organization, the duties that are authorized and expected to be performed, and the authority and responsibilities that are assigned to certain members to direct the operations of the fire department.

The documents that officially establish the fire department as an identifiable organization are necessary to determine specific responsibilities and to determine the parties responsible for compliance with the provisions of this standard.

In many cases, these documents can be part of state laws, a municipal charter, or an annual budget. In such cases, it would be appropriate to make these existing documents part of the organizational statement, if applicable.

**A.4.1.2** There can be incidents or areas where the response criteria are affected by circumstances such as response personnel who are not on duty, unstaffed fire station facilities, natural barriers, traffic congestion, insufficient water supply, and density of population or property. The reduced level of service should be documented in the written organizational statement by the percentage of incidents and geographical areas for which the total response time criteria are achieved.

Additional service delivery performance objectives should be established by the AHJ for occupancies other than those identified within the standard for benchmark single-family dwellings. Factors to be considered include specific response areas (i.e., suburban, rural, and wilderness) and occupancy hazards.

**A.4.1.2.1(3)** This service delivery requirement is intended to have a fire department plan and situate its resources to consistently meet a 240-second travel time for the initial company fire suppression response; for other than high-rise, a 480-second travel time for the full alarm fire response assignment; and for high-rise, a 610-second travel time for the full alarm fire response assignment.

**A.4.1.2.5.1** The evaluation of the fire department's provided level of service needs to be performed against the AHJ's established service delivery performance objectives. These objectives should be based on a jurisdictional risk assessment. The objectives established within this standard are based on a 2000 ft<sup>2</sup> (186 m<sup>2</sup>), two-story, single-family home without a basement and having no exposures. The AHJ's response objectives should be established based on numerous factors such as the circumstan-

ces affecting response personnel, adopted building codes, required fire/life safety-related engineering controls, accepted turnout/travel times, complexity of facilities, and occupancy hazards within the jurisdiction.

**A.4.1.2.5.2** The collection of data is required to determine the organization's ability to meet its locally determined objectives and the performance objectives contained in the standard with regard to emergency incidences (warning lights and sirens). Organizations respond to numerous types of emergency and nonemergency incidents. While the collection and analysis of all of the response data is important, attainment of the 90 percent objective is only to be evaluated against emergency incident responses.

**A.4.4.2** Occupational Safety and Health Administration (OSHA) regulations require that all fire departments be trained to respond to hazardous materials incidents at the first responder operations level.

Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA), known as the Emergency Planning and Community Right-to-Know Act, established requirements for federal, state, and local governments and industrial facilities regarding emergency planning for spills or other releases, community right-to-know, and reporting of hazardous and toxic chemicals.

The Emergency Planning and Community Right-to-Know Act covers the following four major areas that provide the fire service and communities with a broad perspective on the chemical hazards within the local area and those at individual facilities:

- (1) Sections 301 through 303 — emergency planning
- (2) Section 304 — emergency release notification
- (3) Sections 311 and 312 — community right-to-know reporting requirements
- (4) Section 313 — toxic chemical release inventory

**A.4.8.1** Where appropriate, the mutual aid agreement should include automatic responses on first alarms (automatic aid). This concept contemplates joint response of designated apparatus and personnel on a predetermined running assignment basis.

Mutual aid concepts should be considered on a regional basis. In an effective mutual aid arrangement, each fire department should retain reserves of personnel and apparatus. Traditionally and legally, overall command of the incident is vested with the senior officer of the jurisdiction experiencing the emergency.

Some areas use consolidated dispatching to coordinate the response of fire companies to assist an outside fire department. The management of responses can be made easier by utilizing computerization, "running cards," and other advance planning.

**A.5.2** Suppression capability is an expression of how much fire-fighting power can be put into action when there is a fire. It includes the amount of apparatus, equipment, and personnel available; the time needed to respond and place equipment in action; the water supply; the application of strategy and tactics; the level of training; and all of the components that add up to effective fireground operations.

**A.5.2.2** For more information, see NFPA 1250; FEMA, National Fire Academy, "Fire Risk Analysis: A Systems Approach"; and Phoenix, AZ, Fire Department, "Fire Department Evaluation System (FIREMAP)."

**A.5.2.2.2** For further information on companies, see 3.3.15 and A.3.3.15.

**Δ A.5.2.2.2.1** Important elements in limiting fire spread are the quick arrival of sufficient personnel and equipment to attack and extinguish the fire as close to the point of its origin as possible. For more information, see the National Fire Academy's "Fire Risk Analysis: A Systems Approach," and, from the Office of the Ontario Fire Marshal, *Shaping the Future of Fire Ground Staffing and Delivery Systems Within a Comprehensive Fire Safety Effectiveness Model*. For additional information see the Underwriters Laboratory Firefighter Safety Research Institute's website at [www.ulfirefightersafety.org](http://www.ulfirefightersafety.org); as well as NIST Technical Note 1797, April 2013; and NIST Technical Note 1661, April 2010.

The ability of adequate fire suppression forces to significantly influence the outcome of a structure fire is undeniable and predictable. Data generated by NFPA and used by the committee in developing this standard provide empirical data that rapid and aggressive interior attack can substantially reduce the human and property losses associated with structure fires [see Table A.5.2.2.1].

**A.5.2.2.2.3** The assignment of specific response districts to command officers should be based on the number of companies, workload, and response distances. Department administrative procedures should indicate clearly the jurisdiction of command officers.

**A.5.2.2.2.5** For further information on staff aides, see 3.3.58 and A.3.3.58.

**A.5.2.4.1.1** The hazards presented by this scenario are not unusual, as all communities respond to fire incidents in this type of structure on a regular basis.

**A.5.2.4.2.1** The open-air strip shopping center represents more than 67 percent of types of shopping centers, as described by the International Council of Shopping Centers (ICSC). The ICSC describes these centers as "usually configured in a straight line as a strip, or may be laid out in an L or U shape, depending on the site and design. They consist of an attached row of stores or service outlets managed as a coherent retail entity, with on-site parking usually located in front of the stores. Open canopies may connect the store fronts, but a strip center does not have enclosed walkways linking the stores. The open air strip shopping center may contain between five and 40 stores of varying occupancy types and hazards with three or more being larger, anchor stores such as a discount store, supermarket, drug, or large specialty discount store."

**Δ A.5.2.4.4** See NIST Technical Note 1797, *Report on High-Rise Fireground Field Experiments*, for more information.

**N A.5.2.4.5** Some examples of a suspected fire condition could be, but are not limited to, additional calls reporting smoke and odor of something burning. Also, examples of multiple detection signals could be, but are not limited to, heat detection, smoke detection, and water flow detection.

**Δ Table A.5.2.2.2.1 Loss Rates by Fire Spread in 2012–2016**  
**Home Structure Fires**

Flame Spread	Rate per 1000 Fires		Average Dollar Loss per Fire
	Civilian Deaths	Civilian Injuries	
Confined fires or contained fire identified by incident type*	0.0	8.7	\$200
Confined fire or fire spread confined to object of origin	0.4	11.1	\$1,200
Confined to room of origin, including confined fires and fires confined to object	1.8	23.8	\$4,000
Spread beyond the room of origin but confined to floor of origin	16.2	76.3	\$35,000
Spread beyond the floor of origin	24.6	55.0	\$65,900

Note: Homes include one- and two-family homes (including manufactured housing) and apartments or other multifamily housing. These statistics are national estimates based on fires reported to local U.S. fire departments and so exclude fires reported only to federal or state agencies. National estimates are projections. Casualty and loss projections can be heavily influenced by the inclusion or exclusion of one unusually serious fire. Property damage has not been adjusted for inflation.

\* The National Fire Incident Reporting System (NFIRS) has six categories of confined structure fires: cooking fires confined to the cooking vessel; confined chimney or flue fires; confined incinerator fires; confined fuel burner or boiler fires, including delayed ignitions; confined commercial compactor fires; and trash or rubbish fires in a structure with no flame damage to the structure or its contents.

Source: NFIRS and NFPA annual fire experience survey.

**Δ A.5.2.4.6.1** Other occupancies and structures in the community that present greater hazards should be addressed by additional fire fighter functions and additional responding personnel on the initial full alarm assignment. The NFPA *Fire Protection Handbook* categorizes occupancies in three broad groups:

- (1) High-hazard occupancies: schools, hospitals, nursing homes, explosives plants, refineries, high-rise buildings, and other high life hazard or large fire potential occupancies
- (2) Medium-hazard occupancies: apartments, offices, mercantile, and industrial occupancies not normally requiring extensive rescue or fire-fighting forces
- (3) Low-hazard occupancies: one-, two- or three-family dwellings and scattered small businesses and industrial occupancies

In determining the initial responding force to these occupancies, AHJs must consider the additional potential of fire spread, types of combustibles, increased life hazard, and various tasks that must be accomplished to achieve their mission.

**A.5.2.4.6.2** Once units arrive, or a determination is made that other resources are required, additional alarms should be called for and dispatched. Departments should have predetermined procedures for additional alarms. Many departments send the same number and type of units on the second alarm as on the first alarm. Incident commanders can always request unique resources when required. Many departments will only be able to handle additional alarms through automatic or mutual aid agreements that have been previously established.

**A.5.3** An EMS system is defined as a comprehensive, coordinated arrangement of resources and functions that are organized to respond in a timely, staged manner to medical emergencies, regardless of their cause. The term *system* can be applied locally or at the state, provincial, or national level. The fundamental functions of an EMS system are the following:

- (1) System organization and management
- (2) Medical direction
- (3) Human resources and training
- (4) Communications
- (5) Emergency response
- (6) Transportation
- (7) Care facilities
- (8) Quality assurance
- (9) Public information and education
- (10) Disaster medical services
- (11) Research
- (12) Special populations

**A.5.3.2** The following four functions do not necessarily exist as separate elements in a particular system:

- (1) The first responding unit can be an advanced life support (ALS) ambulance that can provide ALS treatment and ambulance transportation.
- (2) The first responding unit can be a fire suppression unit that can provide both initial and advanced-level medical care.
- (3) ALS can be provided by the ambulance or by an additional fire suppression unit or a unit that is dedicated to ALS response only.
- (4) The system might not have ALS treatment capability — only a fire apparatus with fire fighters trained as first responder AED can respond.

**A.5.5.6.2** The U.S. Air Force has defined the areas involved in the emergency within 75 ft (23 m) of the aircraft as immediately dangerous to life and health (IDLH).

**A.5.6** For additional information on marine fire fighting, see NFPA 1405.

**A.5.6.5.1** For additional information on marine rescue and fire-fighting vessels, see NFPA 1925.

**A.5.7.4.1.2** A system developed by Chief Paul Gleason of the United States Forest Service addresses specific mandatory fire orders in a system termed *LCES*, which stands for lookout(s), communication(s), escape route(s), and safety zone(s). These four items are to be implemented as an integrated system by a single resource unit, a strike team, or a full assignment. The implementation of LCES is a minimum safety requirement prior to the initiation of any wildland fire-fighting operations.

**A.6.2** Emergency incidents can involve operations that vary considerably in their complexity and scale. The control of these incidents depends on the planned, systematic implementation of an effective fireground organization to accomplish

identified objectives. Every fire department, regardless of size, needs a proper system to regulate and direct emergency forces and equipment at both routine and major incidents. The incident management system forms the basic structure of operations, regardless of scale. An effective system is designed to manage incidents of different types, including structure fires, wildland fires, hazardous materials incidents, and medical and other emergencies.

**A.6.2.2** Unlike fire incidents where command is normally predicated by rank structure, EMS patient care is based on statutory recognition of the member with the highest level of medical certification. The recommendation is that departments adopt protocols that define the degree of both member and nonmember involvement in direct patient care based on local standards, medical control, and statutory requirements.

**A.6.5** For additional information, see NFPA 1620.

## Δ Annex B Community-Wide Risk Assessment Model

*This annex is not a part of the requirements of this NFPA document but is included for information purposes only.*

**Δ B.1** This model is an example of how a community-wide risk assessment plan can be used to protect both citizens and property. While NFPA 1710 is scoped to focus strictly on deployment, staffing, and service levels, it is one component of a total community fire protection planning process. An AHJ can determine other components that could reduce the risks of fire and adopt stronger building and fire prevention codes, enforce those more vigorously, and enhance public life safety education components. This model is included for that purpose. Figure B.1 illustrates a fire department process map.

Chapter 5 of NFPA 1730 establishes a process to identify and analyze community risks to assist in the development and implementation of a community risk reduction (CRR) plan.

Detailed guidance on conducting a CRR plan is provided in Annex B of NFPA 1730.

For other documents on community risk assessment and community risk reduction, see: *Fire Service Deployment: Assessing Community Vulnerability*, Urban Fire Forum; *ISO Fire Suppression Rating Schedule*, *Community Risk Assessment: Standards of Cover*, *IFE V2020 CRR 2009 Project Report*, *IFE V2020 CRR Symposium Report*, and *Washington Association of State Fire Marshals CRR Project Report*.

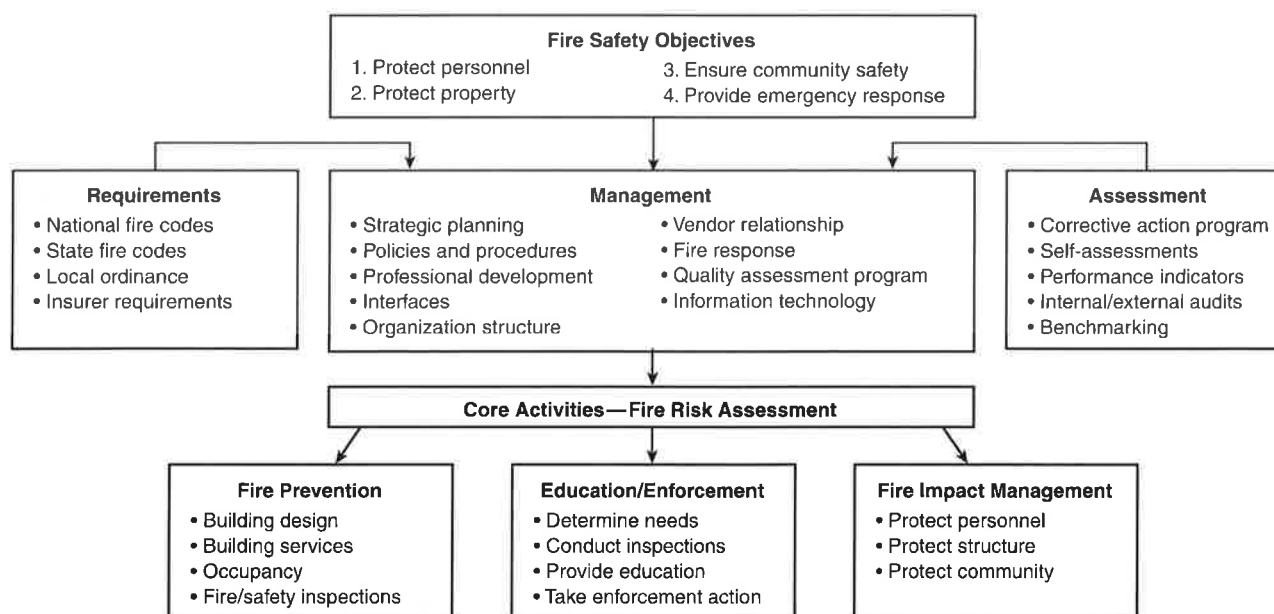
**B.1.1** This annex addresses the need for fire departments to develop an overall “defense-in-depth” strategy for the delivery of fire services. The development of such a strategy should include an assessment of the tools available to the fire service for accomplishing the goals of fire safety.

**B.1.2** Fire safety objectives can be defined as those ideas that a department aspires to deliver. For example, fire department objectives could include such statements as “Maintain injuries and life/property losses as low as reasonably achievable (community and department).” The accomplishment of this objective should not be left to fire-fighting operations alone. See Figure B.1.2 for fire safety concepts.

**B.1.3** Fire prevention is not simply preventing fire. It is the systematic application of codes, standard, engineering principles, and an understanding of human behavior to achieve the objective of limiting the loss of life and property.

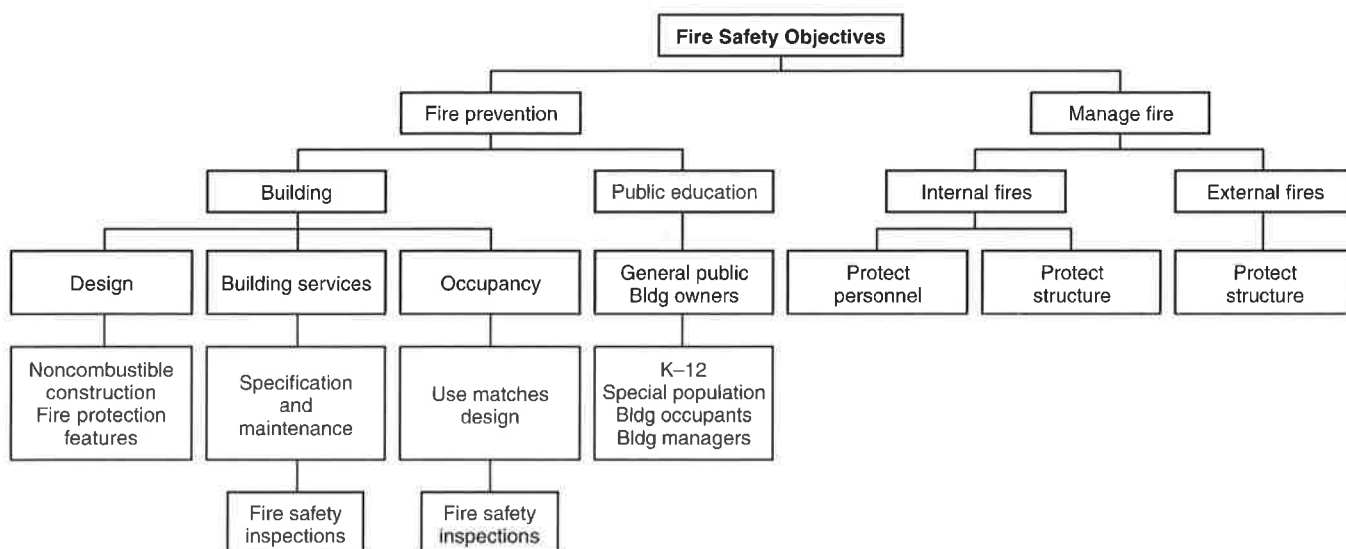
**B.1.3.1** As outlined in NFPA 1, fire prevention includes egress, construction design, building services, fire protection, and occupancy. All of these elements work together to provide the occupants and fire department personnel with a level of fire safety not otherwise available.

**B.1.3.2** By ensuring that each of these elements is balanced, the fire department can maintain a reasonable level of risk for the community and the department.



Δ **FIGURE B.1** Fire Department Process Map.





**FIGURE B.1.2 Fire Safety Concepts for Fire Department Operations.**

**B.1.3.3** To provide risk management, the fire department must utilize all of the tools available. In order of preference, those tools are as follows:

- (1) Fire-safe design and construction
- (2) Suppression systems
- (3) Detection systems
- (4) Occupant fire prevention practices
- (5) Fire department-conducted fire-safety inspections
- (6) Fire rescue response

**B.1.3.4** A structure designed and constructed to withstand the effects of fire is the most important asset in achieving fire risk management. A structure relying solely on fire rescue response offers the greatest challenge to the occupants and fire department personnel.

**B.1.4** Fire impact management is the ability to manage the impact of a fire on occupants and structures. The participation of the fire department in the design, construction, maintenance, and use of a structure provides defense-in-depth against fire losses.

**B.1.4.1** Structures that are designed with noncombustible construction, are protected with fire protection systems, and are routinely inspected to ensure appropriate occupant use are

most likely to provide the lowest risk levels and therefore are the least difficult to manage.

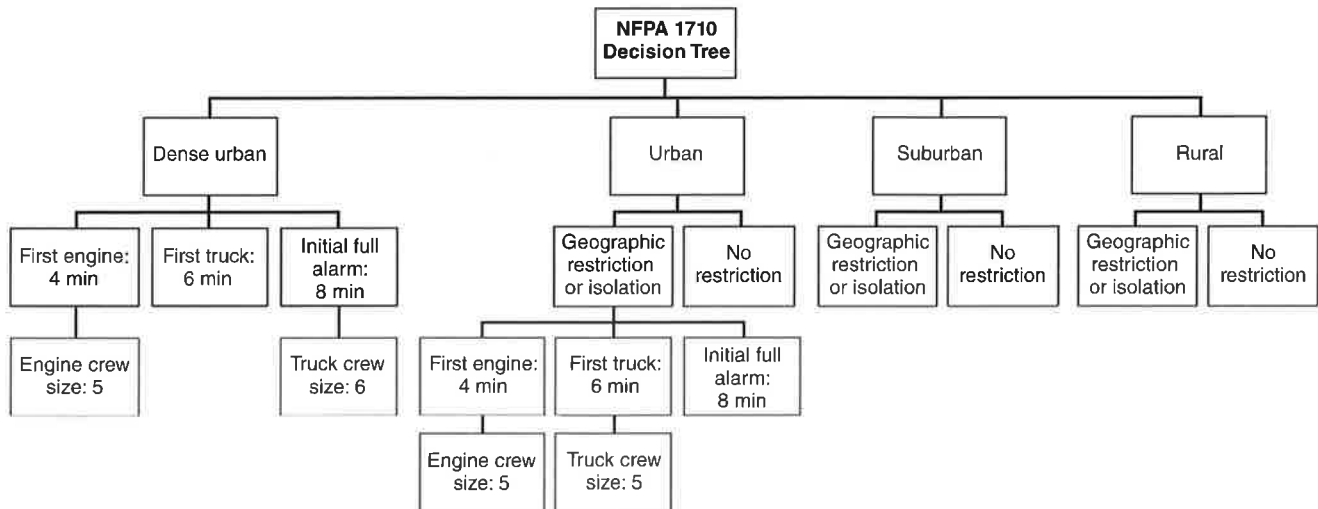
**B.1.4.2** Fire-fighting operations on fully compliant structures for which the fire fighters know the occupancy conditions can be conducted with a plan that commits resources only as necessary to accomplish the pre-established goals.

**B.1.4.3** Pre-established goals for each structure define the commitment of resources in order to limit risk to occupants, the structure, and fire department personnel.

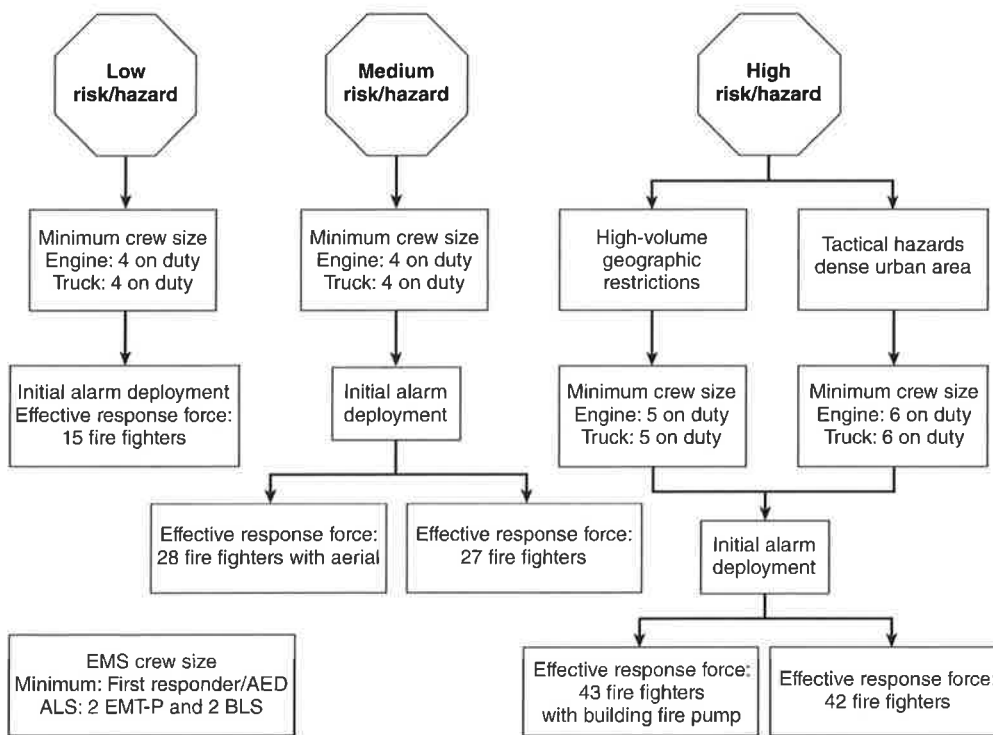
#### **N B.1.5 Decision Algorithms.**

**N B.1.5.1** Based on the geographic composition of the response district, the AHJ should take into account any geographic restrictions or areas of geographic isolation when determining response times and responding apparatus. (See Figure B.1.5.1.)

**N B.1.5.2** Along with taking into account any geographical restrictions, the AHJ also has to develop an algorithm to address the deployment of staff based on the initial alarm size as well as the known hazards/risks that will be encountered. (See Figure B.1.5.2.)



**N** FIGURE B.1.5.1 Decision Algorithm.



**N** FIGURE B.1.5.2 Deployment Algorithm.

## **N Annex C NFPA 1710 at a Glance**

*This annex is not a part of the requirements of this NFPA document but is included for information purposes only.*

**N C.1 Fire Suppression and Special Operations Provisions.** The term *company* is defined as a group of members who are:

- (1) Under direct supervision
- (2) Trained and equipped to perform assigned tasks
- (3) Organized and identified as engine, ladder, rescue, squad, or multifunctional companies
- (4) Operating at the scene with one apparatus

**N C.2 Exception.** An exception to a company arriving on one apparatus is as follows:

- (1) Multiple apparatuses are assigned, dispatched, and arrive together.
- (2) The apparatuses continuously operate together.
- (3) The apparatuses are managed by a single officer.

An initial alarm is personnel, equipment, and resources ordinarily dispatched upon notification of a structure fire.

### **N C.3 Performance Objectives.**

**N C.3.1** Alarm answering time:

- 15 sec (95 percent)
- 40 sec (99 percent)

**N C.3.2** Alarm processing time:

- 64 sec (90 percent)
- 106 sec (95 percent)

**N C.3.3** Turnout time:

- 60 sec EMS
- 80 sec Fire

**N C.3.4** First-arriving engine on scene time:

- 240 sec (4 min)

**N C.3.5** Second-arriving company on scene time:

- 300 sec (5 min)

**N C.3.6** Initial full alarm (low and medium hazard) time:

- 480 sec (8 min)

**N C.3.7** Initial full alarm — high hazard/high-rise time:

- 610 sec (10 min 10 sec)

### **N C.4 Fire Department Response to Certain Incidents.**

**N C.4.1** Fire departments should set forth criteria for various types of incidents to which they are required/expected to respond. These types of incidents should include, but not be limited to, the following:

- (1) Natural disasters
- (2) Acts of terrorism
- (3) Weapons of mass destruction (WMD)
- (4) Large-scale mass casualties

**N C.4.2** Given expected fire-fighting conditions, the number of on-duty members should be determined through task analysis considering the following criteria:

- (1) Life hazard protected population
- (2) Safe and effective performance
- (3) Potential property loss
- (4) Hazard levels of properties
- (5) Fireground tactics employed

### **N C.5 Company Staffing (Crew Size) On Duty.**

Engine: 4 minimum

High-volume/geographic restrictions: 5 minimum

Tactical hazards dense urban area: 6 minimum

Truck: 4 minimum

High-volume/geographic restrictions: 5 minimum

Tactical hazards dense urban area: 6 minimum

**N C.5.1** Initial alarm deployment (number of firefighters including officers):

Low hazard: 15

Medium hazard: 28

High hazard: 43

**N C.6 Emergency Medical Services (EMS) Provisions.** The fire department should clearly document its role, responsibilities, functions, and objectives for the delivery of EMS. EMS operations should be organized to ensure the fire department's capability and includes members, equipment, and resources to deploy the initial-arriving company and additional alarm assignments.

**N C.6.1** EMS treatment levels include the following:

- (1) First responder
- (2) Basic life support (BLS)
- (3) Advanced life support (ALS)

**N C.6.2** Minimum EMS provision is same as first responder/AED.

The authority having jurisdiction (AHJ) should determine if the fire department provides BLS, ALS, and/or transport. Patient treatment associated with each level of EMS should be determined by the AHJ based on requirements and licensing within each state/province.

On-duty EMS units should be staffed with the minimum number of members necessary for emergency medical care relative to the level of EMS provided by the fire department.

**N C.6.3** Personnel deployed to ALS emergency responses must include the following:

- (1) A minimum of two members trained at the emergency medical technician-paramedic level
- (2) Two members trained at the BLS level arriving on scene within the established travel time

All fire departments with ALS services should have a named medical director with the responsibility to oversee and ensure quality medical care in accordance with state or provincial laws or regulations, and must have a mechanism for immediate communication with EMS supervision and medical oversight.

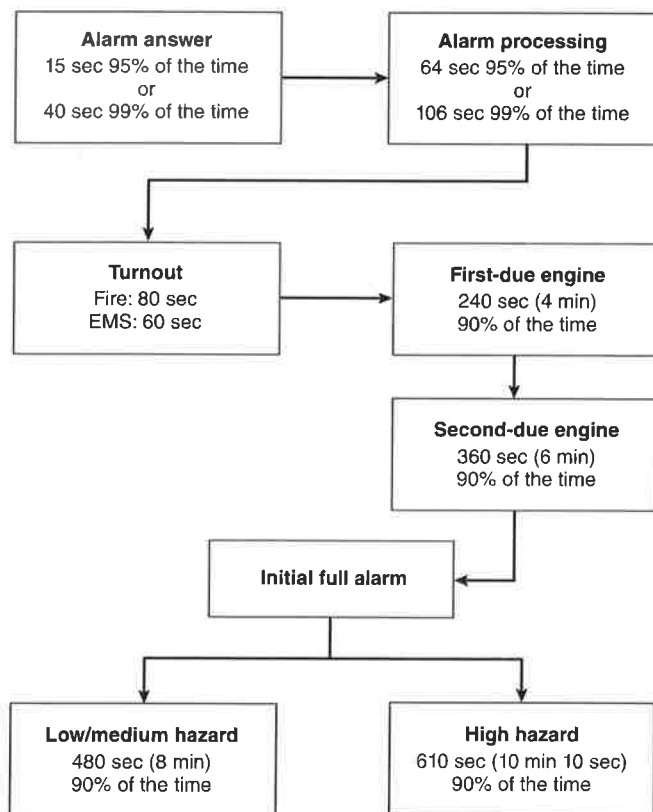
**N C.7 Other Factors.** The following factors should also be taken into consideration:

- (1) RIC and IRIC
- (2) Geographic isolation

## N Annex D Response Objectives

*This annex is not a part of the requirements of this NFPA document but is included for information purposes only.*

**N D.1 General.** Documenting the benchmarks and response objectives that make up NFPA 1710 is crucial to capturing and tracking data that would be helpful in ensuring the necessary allocation of resources. (See Figure D.1.)



**N FIGURE D.1** Response Objectives.

## Annex E Informational References

**E.1 Referenced Publications.** The documents or portions thereof listed in this annex are referenced within the informational sections of this standard and are not part of the requirements of this document unless also listed in Chapter 2 for other reasons.

**Δ E.1.1 NFPA Publications.** National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169-7471.

NFPA 1, *Fire Code*, 2018 edition.

NFPA 1221, *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems*, 2019 edition.

NFPA 1250, *Recommended Practice in Fire and Emergency Service Organization Risk Management*, 2015 edition.

NFPA 1405, *Guide for Land-Based Fire Departments That Respond to Marine Vessel Fires*, 2016 edition.

NFPA 1620, *Standard for Pre-Incident Planning*, 2015 edition.

NFPA 1730, *Standard on Organization and Deployment of Fire Prevention Inspection and Code Enforcement, Plan Review, Investigation, and Public Education Operations*, 2019 edition.

NFPA 1925, *Standard on Marine Fire-Fighting Vessels*, 2018 edition.

*Fire Protection Handbook*, 20th edition, 2008.

### E.1.2 Other Publications.

**Δ E.1.2.1 CPSE Publications.** Center for Public Safety Excellence, Inc., 4501 Singer Court, Suite 180, Chantilly, VA 20151.

*Community Risk Assessment: Standards of Cover*, 6th edition, 2016.

**E.1.2.2 FEMA Publications.** Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472.

"Fire Risk Analysis: A Systems Approach," NFA-SM-FRAS, National Emergency Training Center, National Fire Academy, July 20, 1984.

**Δ E.1.2.3 NIST Publications.** National Institute of Standards and Technology, 100 Bureau Drive, Stop 1070, Gaithersburg, MD 20899.

NIST Technical Note 1661, *Report on Residential Fireground Field Experiments*, April 2010.

NIST Technical Note 1797, *Report on High-Rise Fireground Field Experiments*, April 2013.

**E.1.2.4 U.S. Government Publications.** U.S. Government Publishing Office, 732 North Capitol Street, NW, Washington, DC 20401-0001.

Title 42, U.S. Code, Chapter 116, "Emergency Planning and Community Right-to-Know Act," 2010.

**N E.1.2.5 Vision 20/20 Publications.** Vision 20/20, 35 Horner Street, Suite 120, Warrenton, VA 20186.

*IFE V2020 Community Risk Reduction (CRR) 2009 Project Report.*

*IFE V2020 Community Risk Reduction (CRR) Symposium Report.*

### Δ E.1.2.6 Other Publications.

"Basic Trauma Life Support for Paramedics and Other Providers," American College of Emergency Physicians, John Campbell (ed), 1997.

Gerard, John C., and Jacobsen, A. Terry, "Reduced Staffing: At What Cost?," *Fire Service Today*, pp. 15–21, September 1981.

*Fire Service Deployment: Assessing Community Vulnerability*, Urban Fire Forum, 2011.

ISO *Fire Suppression Rating Schedule*.

*Shaping the Future of Fire Ground Staffing and Delivery Systems within a Comprehensive Fire Safety Effectiveness Model*, Office of the Ontario Fire Marshal, 1993.

Washington Association of State Fire Marshals CRR Project Report.

**E.2 Informational References.** The following documents or portions thereof are listed here as informational resources only. They are not a part of the requirements of this document.

**E.2.1 AMA Publications.** American Medical Association, AMA Plaza, 330 N. Wabash Avenue, Suite 39300, Chicago, IL 60611-5885.

"Guidelines 2000 for Cardiopulmonary Resuscitation and Emergency Cardiac Care." 1992. *Journal of the American Medical Association*, 268(16) (October 28).

**N E.2.2 CPSE Publications.** Center for Public Safety Excellence, Inc., 4501 Singer Court, Suite 180, Chantilly, VA 20151.

*Fire and Emergency Service Self-Assessment Manuals (FESSAM)*, 9th edition, Commission on Fire Accreditation International, (CFAI), 2015.

**E.2.3 Government Accounting Standards Board.** Government Accounting Standards Board, 401 Merritt 7, P.O. Box 5116, Norwalk, CT 06856-5116.

**Δ E.2.4 IAFC/IAFF Publications.** International Association of Fire Chiefs/International Association of Fire Fighters. International Association of Fire Chiefs, 4025 Fair Ridge Drive, Suite 300, Fairfax, VA 22033-2868. International Association of Fire Fighters, 1750 New York Avenue, Suite 300, NW, Washington, DC 20006-5395.

*NFPA 1710 Implementation Guide*, August 2002.

**Δ E.2.5 IAFF Publications.** International Association of Fire Fighters, 1750 New York Avenue, NW, Suite 300, Washington, DC 20006.

*Emergency Medical Services, A Guidebook for Fire-Based Systems*, 4th edition.

Fire Department Based EMS Whitepaper, <http://www.iaff.org/tech/PDF/FB%20EMS%20Whitepaper%20FINAL%20July%205%202007%20.pdf>.

"Fire Service Deployment: Assessing Community Vulnerability," *High-Rise Implementation Guide*, second edition.

NFPA 1710 Summary Sheet, <http://services.prod.iaff.org/ContentFile/Get/30541>.

NFPA 1710 Explainer Video, <https://www.youtube.com/watch?v=f42S9TRc634>.

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## Index

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## Sequence of Events for the Standards Development Process

Once the current edition is published, a Standard is opened for Public Input.

### Step 1 – Input Stage

- Input accepted from the public or other committees for consideration to develop the First Draft
- Technical Committee holds First Draft Meeting to revise Standard (23 weeks); Technical Committee(s) with Correlating Committee (10 weeks)
- Technical Committee ballots on First Draft (12 weeks); Technical Committee(s) with Correlating Committee (11 weeks)
- Correlating Committee First Draft Meeting (9 weeks)
- Correlating Committee ballots on First Draft (5 weeks)
- First Draft Report posted on the document information page

### Step 2 – Comment Stage

- Public Comments accepted on First Draft (10 weeks) following posting of First Draft Report
- If Standard does not receive Public Comments and the Technical Committee chooses not to hold a Second Draft meeting, the Standard becomes a Consent Standard and is sent directly to the Standards Council for issuance (see Step 4) or
- Technical Committee holds Second Draft Meeting (21 weeks); Technical Committee(s) with Correlating Committee (7 weeks)
- Technical Committee ballots on Second Draft (11 weeks); Technical Committee(s) with Correlating Committee (10 weeks)
- Correlating Committee Second Draft Meeting (9 weeks)
- Correlating Committee ballots on Second Draft (8 weeks)
- Second Draft Report posted on the document information page

### Step 3 – NFPA Technical Meeting

- Notice of Intent to Make a Motion (NITMAM) accepted (5 weeks) following the posting of Second Draft Report
- NITMAMs are reviewed and valid motions are certified by the Motions Committee for presentation at the NFPA Technical Meeting
- NFPA membership meets each June at the NFPA Technical Meeting to act on Standards with “Certified Amending Motions” (certified NITMAMs)
- Committee(s) vote on any successful amendments to the Technical Committee Reports made by the NFPA membership at the NFPA Technical Meeting

### Step 4 – Council Appeals and Issuance of Standard

- Notification of intent to file an appeal to the Standards Council on Technical Meeting action must be filed within 20 days of the NFPA Technical Meeting
- Standards Council decides, based on all evidence, whether to issue the standard or to take other action

#### Notes:

1. Time periods are approximate; refer to published schedules for actual dates.
2. Annual revision cycle documents with certified amending motions take approximately 101 weeks to complete.
3. Fall revision cycle documents receiving certified amending motions take approximately 141 weeks to complete.

## Committee Membership Classifications<sup>1,2,3,4</sup>

The following classifications apply to Committee members and represent their principal interest in the activity of the Committee.

1. **M** *Manufacturer*: A representative of a maker or marketer of a product, assembly, or system, or portion thereof, that is affected by the standard.
2. **U** *User*: A representative of an entity that is subject to the provisions of the standard or that voluntarily uses the standard.
3. **IM** *Installer/Maintainer*: A representative of an entity that is in the business of installing or maintaining a product, assembly, or system affected by the standard.
4. **L** *Labor*: A labor representative or employee concerned with safety in the workplace.
5. **RT** *Applied Research/Testing Laboratory*: A representative of an independent testing laboratory or independent applied research organization that promulgates and/or enforces standards.
6. **E** *Enforcing Authority*: A representative of an agency or an organization that promulgates and/or enforces standards.
7. **I** *Insurance*: A representative of an insurance company, broker, agent, bureau, or inspection agency.
8. **C** *Consumer*: A person who is or represents the ultimate purchaser of a product, system, or service affected by the standard, but who is not included in (2).
9. **SE** *Special Expert*: A person not representing (1) through (8) and who has special expertise in the scope of the standard or portion thereof.

NOTE 1: “Standard” connotes code, standard, recommended practice, or guide.

NOTE 2: A representative includes an employee.

NOTE 3: While these classifications will be used by the Standards Council to achieve a balance for Technical Committees, the Standards Council may determine that new classifications of member or unique interests need representation in order to foster the best possible Committee deliberations on any project. In this connection, the Standards Council may make such appointments as it deems appropriate in the public interest, such as the classification of “Utilities” in the National Electrical Code Committee.

NOTE 4: Representatives of subsidiaries of any group are generally considered to have the same classification as the parent organization.

## ***Submitting Public Input / Public Comment Through the Online Submission System***

Following publication of the current edition of an NFPA standard, the development of the next edition begins and the standard is open for Public Input.

### **Submit a Public Input**

NFPA accepts Public Input on documents through our online submission system at [www.nfpa.org](http://www.nfpa.org). To use the online submission system:

- Choose a document from the List of NFPA codes & standards or filter by Development Stage for “codes accepting public input.”
- Once you are on the document page, select the “Next Edition” tab.
- Choose the link “The next edition of this standard is now open for Public Input.” You will be asked to sign in or create a free online account with NFPA before using this system.
- Follow the online instructions to submit your Public Input (see [www.nfpa.org/publicinput](http://www.nfpa.org/publicinput) for detailed instructions).
- Once a Public Input is saved or submitted in the system, it can be located on the “My Profile” page by selecting the “My Public Inputs/Comments/NITMAMs” section.

### **Submit a Public Comment**

Once the First Draft Report becomes available there is a Public Comment period. Any objections or further related changes to the content of the First Draft must be submitted at the Comment Stage. To submit a Public Comment follow the same steps as previously explained for the submission of Public Input.

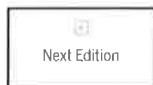
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## ***Information on the NFPA Standards Development Process***

**I. Applicable Regulations.** The primary rules governing the processing of NFPA standards (codes, standards, recommended practices, and guides) are the NFPA *Regulations Governing the Development of NFPA Standards (Regs)*. Other applicable rules include NFPA *Bylaws*, NFPA *Technical Meeting Convention Rules*, NFPA *Guide for the Conduct of Participants in the NFPA Standards Development Process*, and the NFPA *Regulations Governing Petitions to the Board of Directors from Decisions of the Standards Council*. Most of these rules and regulations are contained in the *NFPA Standards Directory*. For copies of the *Directory*, contact Codes and Standards Administration at NFPA headquarters; all these documents are also available on the NFPA website at “[www.nfpa.org/regs](http://www.nfpa.org/regs).”

The following is general information on the NFPA process. All participants, however, should refer to the actual rules and regulations for a full understanding of this process and for the criteria that govern participation.

**II. Technical Committee Report.** The Technical Committee Report is defined as “the Report of the responsible Committee(s), in accordance with the Regulations, in preparation of a new or revised NFPA Standard.” The Technical Committee Report is in two parts and consists of the First Draft Report and the Second Draft Report. (See *Regs* at Section 1.4.)

**III. Step 1: First Draft Report.** The First Draft Report is defined as “Part one of the Technical Committee Report, which documents the Input Stage.” The First Draft Report consists of the First Draft, Public Input, Committee Input, Committee and Correlating Committee Statements, Correlating Notes, and Ballot Statements. (See *Regs* at 4.2.5.2 and Section 4.3.) Any objection to an action in the First Draft Report must be raised through the filing of an appropriate Comment for consideration in the Second Draft Report or the objection will be considered resolved. [See *Regs* at 4.3.1(b).]

**IV. Step 2: Second Draft Report.** The Second Draft Report is defined as “Part two of the Technical Committee Report, which documents the Comment Stage.” The Second Draft Report consists of the Second Draft, Public Comments with corresponding Committee Actions and Committee Statements, Correlating Notes and their respective Committee Statements, Committee Comments, Correlating Revisions, and Ballot Statements. (See *Regs* at 4.2.5.2 and Section 4.4.) The First Draft Report and the Second Draft Report together constitute the Technical Committee Report. Any outstanding objection following the Second Draft Report must be raised through an appropriate Amending Motion at the NFPA Technical Meeting or the objection will be considered resolved. [See *Regs* at 4.4.1(b).]

**V. Step 3a: Action at NFPA Technical Meeting.** Following the publication of the Second Draft Report, there is a period during which those wishing to make proper Amending Motions on the Technical Committee Reports must signal their intention by submitting a Notice of Intent to Make a Motion (NITMAM). (See *Regs* at 4.5.2.) Standards that receive notice of proper Amending Motions (Certified Amending Motions) will be presented for action at the annual June NFPA Technical Meeting. At the meeting, the NFPA membership can consider and act on these Certified Amending Motions as well as Follow-up Amending Motions, that is, motions that become necessary as a result of a previous successful Amending Motion. (See 4.5.3.2 through 4.5.3.6 and Table 1, Columns 1-3 of *Regs* for a summary of the available Amending Motions and who may make them.) Any outstanding objection following action at an NFPA Technical Meeting (and any further Technical Committee consideration following successful Amending Motions, see *Regs* at 4.5.3.7 through 4.6.5) must be raised through an appeal to the Standards Council or it will be considered to be resolved.

**VI. Step 3b: Documents Forwarded Directly to the Council.** Where no NITMAM is received and certified in accordance with the *Technical Meeting Convention Rules*, the standard is forwarded directly to the Standards Council for action on issuance. Objections are deemed to be resolved for these documents. (See *Regs* at 4.5.2.5.)

**VII. Step 4a: Council Appeals.** Anyone can appeal to the Standards Council concerning procedural or substantive matters related to the development, content, or issuance of any document of the NFPA or on matters within the purview of the authority of the Council, as established by the *Bylaws* and as determined by the Board of Directors. Such appeals must be in written form and filed with the Secretary of the Standards Council (see *Regs* at Section 1.6). Time constraints for filing an appeal must be in accordance with 1.6.2 of the *Regs*. Objections are deemed to be resolved if not pursued at this level.

**VIII. Step 4b: Document Issuance.** The Standards Council is the issuer of all documents (see Article 8 of *Bylaws*). The Council acts on the issuance of a document presented for action at an NFPA Technical Meeting within 75 days from the date of the recommendation from the NFPA Technical Meeting, unless this period is extended by the Council (see *Regs* at 4.7.2). For documents forwarded directly to the Standards Council, the Council acts on the issuance of the document at its next scheduled meeting, or at such other meeting as the Council may determine (see *Regs* at 4.5.2.5 and 4.7.4).

**IX. Petitions to the Board of Directors.** The Standards Council has been delegated the responsibility for the administration of the codes and standards development process and the issuance of documents. However, where extraordinary circumstances requiring the intervention of the Board of Directors exist, the Board of Directors may take any action necessary to fulfill its obligations to preserve the integrity of the codes and standards development process and to protect the interests of the NFPA. The rules for petitioning the Board of Directors can be found in the *Regulations Governing Petitions to the Board of Directors from Decisions of the Standards Council* and in Section 1.7 of the *Regs*.

**X. For More Information.** The program for the NFPA Technical Meeting (as well as the NFPA website as information becomes available) should be consulted for the date on which each report scheduled for consideration at the meeting will be presented. To view the First Draft Report and Second Draft Report as well as information on NFPA rules and for up-to-date information on schedules and deadlines for processing NFPA documents, check the NFPA website ([www.nfpa.org/docinfo](http://www.nfpa.org/docinfo)) or contact NFPA Codes & Standards Administration at (617) 984-7246.



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## **R7336 Golf Cart Lease B.Creek**

### **SUBJECT:**

For possible action: Resolution No. 7336, a resolution of the City Council of Boulder City, Nevada approving Agreement No. 21-1944 between, the City of Boulder City and E-Z-Go Division of Textron Inc. for the purchase of a fleet of 130 golf carts and cart accessories for Boulder Creek Golf Course

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
▣ Staff Report Cart Lease	Cover Memo
▣ R 7336	Cover Memo
▣ Agreement Info	Cover Memo
▣ Agreement No. 21-1944	Cover Memo
▣ Purchasing Memo	Cover Memo





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KEEGAN LITTELL, P.E.

**ACTING UTILITIES DIRECTOR:**  
KEEGAN LITTELL, P.E.

**POLICE CHIEF:**  
TIM SHEA

**FIRE CHIEF:**  
WILLIAM GRAY, CFO

**FINANCE DIRECTOR:**  
DIANE PELLETIER, CPA

**PARKS & RECREATION DIRECTOR**  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 16 Staff Report

**TO:** Taylour Tedder, City Manager

**FROM:** Roger Hall, Parks and Recreation Director

**DATE:** September 14, 2021

**SUBJECT:** For possible action: Resolution No. 7336, a Resolution of the City Council of Boulder City, Nevada approving Agreement No. 21-1944 between, the City of Boulder City and E-Z-Go Division of Textron Inc. for the purchase of a fleet of 130 golf carts and cart accessories for Boulder Creek Golf Course

**Business Impact Statement:** This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

**Action Requested:** That the City Council approve Resolution No. 7336 approving Agreement No. 21-1944 between the City of Boulder City and E-Z-Go Division of Textron Inc.

## **Overview:**

- The current fleet of golf carts at Boulder Creek Golf Course is 8 years old.
- The typical life expectancy for golf carts is 5-7 years.
- In the past 18 months, the carts have rapidly deteriorated with the increase of rounds and the 1 golfer/cart mandates for part of the past year.
- Purchasing a new 130 golf cart fleet for Boulder Creek was approved as a part of the Capital Improvement Plan with the Fiscal Year 2022 Budget.

**Background Information:** The golf cart fleet at Boulder Creek is 8 years old and past its estimated life expectancy. A new lease-to-own golf cart fleet was requested as part of the Capital Improvement Plan with the Fiscal Year 2021-2022 Budget. City Council approved the FY 2021-

2022 Budget and CIP at their May 25, 2021 meeting. The golf cart lease-to-own project included payments for 5 years totaling \$1,418,675.00.

NRS 332.195 allows the city to join the contracts of other governmental agencies within or outside the State of Nevada. Region 4 ESC, Texas recently completed a contract with E-Z-Go. Purchasing Manager, Paul Sikora, along with City Attorney, Brittany Walker, drafted a purchasing agreement with the E-Z-Go Division of Textron Inc. for 130 RXV Elite Golf Carts, TFM10-EX GPS units, and other golf cart accessories for the Boulder Creek Golf Course. The original CIP estimate and approved budget was \$1,418,675.00. The total of the proposed agreement is \$1,199,459.00, achieving a savings of \$219,216.00 in the CIP.

Financial: There is no negative fiscal impact as savings will be realized in the CIP.

Boulder City Strategic Plan Goal: Goal A- Achieve Prudent Financial Stewardship.

Department Recommendation: The Parks and Recreation Department staff respectfully requests that the City Council approve Resolution No. 7336 approving Agreement No. 21-1944 between the City of Boulder City and E-Z-Go Division of Textron Inc. for the purchase of a fleet of 130 golf carts for Boulder Creek Golf Course.

Attachment:

Resolution No. 7336

Agreement info sheet

Agreement No. 21-1944

Purchasing Coordination Memo

## **RESOLUTION NO. 7336**

### **RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING AGREEMENT NO. 21-1944 BETWEEN THE CITY OF BOULDER CITY AND E-Z-GO DIVISION OF TEXTRON INC. FOR THE PURCHASE OF 130 GOLF CARTS AND CART ACCESSORIES FOR BOULDER CREEK GOLF COURSE**

**WHEREAS,** the City currently owns the public golf course known as Boulder Creek; and

**WHEREAS,** the golf course provides golf carts for patrons; and

**WHEREAS,** the current golf cart fleet has exceeded its life expectancy and needs to be replaced; and

**WHEREAS,** funding for a new fleet of golf carts was approved within the Capital Improvement Plan and the Fiscal Year 2022 Budget; and

**WHEREAS,** NRS 332.195 permits the purchase of supplies, materials, or equipment that are available to an agreement with a supplier that has entered into an agreement with another governmental agency located within or outside of Nevada without requiring competitive bidding; and

**WHEREAS,** the City desires to purchase One Hundred Thirty (130) RXV Elite Golf Carts and TFMIO-EX GPS Units, and other assorted accessories, available pursuant to the terms of the supplier contract between the E-Z-Go and the originating government entity and the quote from E-Z-Go, dated July 22, 2021.

**NOW, THEREFORE, BE IT RESOLVED** that City Council approves Agreement No. 21-1944 between the City of Boulder City and E-Z-Go Division of Textron Inc. for the purchase of 130 golf carts and cart accessories for Boulder Creek Golf Course

**DATED and APPROVED** this 14th day of September 2021.

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Kiernan McManus, Mayor

**ATTEST:**

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Tami McKay, City Clerk  
(Seal)



# Agreement Information Form

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Council Date: September 14, 2021

Resolution/Ordinance #: 7336

Agreement/Amendment No.: 21-1944

Type of Agreement: Other

Description: Lease to Own Golf Carts Boulder Creek

Effective Date: September 14, 2021

Insurance: No When:

Options: No

Notes: 5 years of payments

Payment Due: Upon delivery of fleet Estimate Date Feb 2022

Term Date: after 5 years

Department: Parks Rec

City of BC Contact: Roger Hall or Paul Sikora

Project No.

Contact Info: 702-293-9256

Notes/Comments:

## PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date") by the City of Boulder City, a Nevada municipal corporation (the "City") and E-Z-Go Division of Textron Inc., a Delaware corporation (the "Supplier").

### RECITALS

WHEREAS, Region 4 Education Service Center ("Region 4 ESC") is a governmental entity in the State of Texas ("Originating Government Entity");

WHEREAS, Region 4 ESC solicited Request for Proposal (16-11) on September 6, 2016 for Golf, Utility and Hospitality Carts, Parts, Accessories, Supplies and Related Services; and

WHEREAS, Region 4 ESC awarded a contract to E-Z-GO Division of Textron, Inc., dated January 1, 2017 (R161101), which provides for Hospitality Carts, Parts, Accessories, Supplies and Related Services, a copy of which is attached hereto as "**Exhibit A**" (335 pages) (herein the "Supplier Contract"); and

WHEREAS, NRS 332.195 permits the purchase of supplies, materials, or equipment that are available to an agreement with a supplier that has entered into an agreement with another governmental agency located within or outside of Nevada without requiring competitive bidding; and

WHEREAS, the City desires to purchase One Hundred Thirty (130) RXV Elite Golf Carts and TFM10-EX GPS Units, and other assorted accessories, available pursuant to the terms of the Supplier Contract between the Supplier and the Originating Government Entity and the Quote from E-Z-Go, dated July 22, 2021 copies of which are attached hereto as "**Exhibit B**" (6 pages), and pursuant to the Boulder City Purchase Order Terms and Conditions attached hereto as "**Exhibit C**" (4 pages).

### SECTION ONE TERMS

The Parties agree to be bound by the following provisions:

2.1 The Supplier agrees to comply with the terms of the Boulder City Purchase Order Terms and Conditions in Exhibit C.

2.2 The term of this Agreement shall commence on the Effective Date and continue for five (5) years. The City shall pay the fees described in Exhibit B (the "Quote") in an amount not to exceed Two Hundred Eighty-Three Thousand Six Hundred Ninety-Nine dollars (\$283,699.00) for the equipment on Year 1, and Two Hundred Twenty-Eight Thousand Nine Hundred Forty dollars (\$228,940.00) on Year 2, Year 3, Year 4 and Year 5. The overall dollar value of this Agreement is One Million One Hundred Ninety-Nine-Thousand Four Hundred

Fifty Nine dollars (\$1,199,459.00). The quoted prices in the Supplier Contract shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Supplier for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

2.3 Payment to the Supplier shall be made within thirty (30) calendar days after the City receives each invoice provided by the Supplier to the City, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Supplier will be paid in full within thirty (30) calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Supplier shall submit the original invoice to:

City of Boulder City Finance Department  
ATTN: Accounts Payable  
401 California Avenue  
Boulder City, NV. 89005-2600

2.4. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of Boulder City Attn: Paul Sikora 401 California Avenue Boulder City, NV 89005-2600 Fax: 702-293-9246
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To Supplier:	E-Z-Go Division of Textron Inc. 1451 Marvin Griffin Road Augusta, Georgia, 30906
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The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

2.5. The Supplier shall procure and maintain at all times during the Agreement and for one year thereafter, at its own expense, the following insurances:

A. Worker's Compensation Insurance as required by applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City or the Supplier.

B. Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.

2.6. Miscellaneous.

A. Nevada and City Law. The laws of the State of Nevada and the Boulder City Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

B. Assignment. Any attempt to assign this Agreement by Supplier without the prior written consent of the City shall be void.

C. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

D. Attorney's Fees. In the event either party commences any against the other in connection with this Agreement (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court. This Section survives the termination of this Agreement until the applicable statutes of limitation expire.

E. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

F. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

G. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Supplier under this Agreement, this Agreement will be terminated when appropriate funds expire.

H. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Supplier for the disclosure of any public record, including but not limited to documents provided to the City by the Supplier. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Supplier, the Supplier agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

I. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

City of Boulder City,  
a Nevada municipal corporation

E-Z-Go Division of Textron Inc.  
a Delaware corporation

By: \_\_\_\_\_  
Taylour Tedder, City Manager

By:   
Title: Contracts Administrator

Attest:

By: \_\_\_\_\_  
Tami McKay, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Brittany Walker, City Attorney



## **EXHIBIT A**

### **SUPPLIER CONTRACT**

This document is 335 pages and is on file in the Boulder City Purchasing Office, or online at

[https://www.omniapartners.com/fileadmin/public-sector/suppliers/E-J/E-Z-GO\\_and\\_Cushman/Contract\\_Documents/R161101/Official\\_Signed\\_Documents.pdf](https://www.omniapartners.com/fileadmin/public-sector/suppliers/E-J/E-Z-GO_and_Cushman/Contract_Documents/R161101/Official_Signed_Documents.pdf)

**EXHIBIT B**

**E-Z-Go QUOTE**

*(Please see the attached pages)*



PREPARED FOR:

**City of Boulder City – Boulder Creek**



CUSHMAN



7-22-21

Paul Sikora  
City of Boulder City - Boulder Creek  
401 California Avenue  
Boulder City, Nevada 89005

Dear Paul,

E-Z-GO® is honored to prepare this exclusive proposal for City of Boulder City - Boulder Creek and its members. Since 1954, E-Z-GO has pioneered the golf car industry with its innovative, reliable and durable vehicles. E-Z-GO is committed to providing its customers with vehicle solutions that exceed expectations and perform to the demands of their facilities.

E-Z-GO and Cushman® vehicles are manufactured in our globally recognized, award-winning facility in Augusta, GA. Whether you choose the TXT® or RXV® golf car, you can expect proven reliability and the industry's latest innovations. Cushman utility and hospitality vehicles are available in electric, gas and diesel models, and are purpose-built to tackle all of your operation's maintenance and hospitality needs.

But the E-Z-GO advantage goes beyond our products. When you choose E-Z-GO, you gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

E-Z-GO is dedicated to advancing the game of golf and the industry that is the engine behind it. We are a Platinum Corporate Advantage partner of the Club Managers Association of America, a silver partner with the Golf Course Superintendent Association of America, and provide support to numerous regional and local association chapters and events throughout the world of golf.

Our reputation for quality, performance and customer service has made us fortunate to enjoy the company of some of the most famous facilities in golf, from Pebble Beach Resorts, Bandon Dunes Golf Resort, and Pinehurst Resort.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at City of Boulder City - Boulder Creek.

With sincere appreciation,

Peter Restino  
Regional Sales Director  
(704) 574-8267  
prestino@textron.com



CUSHMAN



# Pricing

7-22-21

## City of Boulder City - Boulder Creek

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
130	RXV Elite +TFM10EX	2022	down payment	\$2,182.30	\$283,699.00
130			payment 1	\$1,761.08	\$228,940.40
130			payment 2	\$1,761.08	\$228,940.40
130			payment 3	\$1,761.08	\$228,940.40
130			payment 4	\$1,761.08	\$228,940.40

INCLUDED ACCESSORIES			
Color: Ivory	Sun Canopy Top - Tan	Fold Down Windshield	Message Holder
USB Port	Cooler & Bracket - Driverside	Sand Bottles x2	Wheel Covers - Silver
110 Lite Chargers	20 World Charger (fast)	Handheld Diagnostic Unit (1)	Parts Package
Custom Logo	Number Decals	Freight	

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

### TRADE INFORMATION

MANUFACTURER	QTY	MODEL	YEAR	TRADE AMOUNT
E-Z-GO	50	TXT48V	2014	\$1,350.00
E-Z-GO	50	TXT48V	2015	\$1,460.00

### LEASE PROGRAM DETAILS

Payment schedule: **Annual**

Payment months: **April**

Delivery: **April 2022**

First pay: **down prior to delivery 1st annual April 2023**

### SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. City of Boulder City - Boulder Creek must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing.

OMNIA Contract R161101.

Pricing above is lease to own after trade. \$283,700 down with 4 annual payments.

TFM 10EX includes 5 years of service, after 5 years monthly subscription would apply.

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trailers must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval.

City of Boulder City - Boulder Creek

E-Z-GO Division of Textron Inc.

Accepted by: [Signature]

Accepted by: [Signature]

Title: Purchasing Manager

Title: Contracts Administrator

Date: 23 Aug 2021

Date: August 19, 2017



## **Limited Warranty Terms and Conditions – RXV and TXT ELiTE Fleet Vehicles**

Textron Specialized Vehicles Inc. ("Company") provides that any new Model Year 2021 E-Z-GO RXV Fleet and TXT Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the "Vehicles") and/or the battery charger for the Vehicle's lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

<b>Part or Component</b>	<b>Warranty Period</b>
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS – Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN – Electric axle	3 Years
BODY GROUP – Front and rear cowl, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company's Customer Care / Warranty Department.

**EXCLUSIONS:** Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

**THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:**

- shows indications that routine maintenance was not performed in accordance with the Owner's Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging;
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;

**FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TSV.COM, OR WRITE TO TEXTRON SPECIALIZED VEHICLES INC., ATTENTION:  
TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.**

**TSV P/N 657284G21**

**MODEL YEAR 2021**

<b>Storage and Operation Limitations Condition</b>	<b>Time Allowed</b>
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) <b>STORAGE ONLY</b> – NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	<b>NOT ALLOWED</b>

**USE OF NON-APPROVED PARTS AND ACCESSORIES:** THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

**REMEDY:** Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

**DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.**

**LIABILITY LIMITATIONS:** IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

**WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. ~~DONOTMAKEANYSUCHMODIFICATIONSORCHANGES~~. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.**

**LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:**

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.**
- ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- Electric Vehicle storage facilities must provide the following:**
  - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
  - battery chargers must each have an independent dedicated 15 amp circuit;
  - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
  - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
  - BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.**

**OTHER COMPANY RIGHTS:**

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.**

**AUTHORITY:** No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department.

**FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TSV.COM, OR WRITE TO TEXTRON SPECIALIZED VEHICLES INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.**

**TSV P/N 657284G21**

**Terms and Conditions for Returning Vehicles or Trade-Ins**

Lessee agrees to accept sole responsibility for any loss or damage to its returned cars beyond normal wear and tear. The returned cars must meet the following conditions:

- All cars must be free of all liens and encumbrances.
- All cars must be capable of running at least 9 holes of golf.
- All cars must be capable of starting, stopping and steering properly.
- All cars must be the same quantity and year model as originally evaluated.
- All cars must have a working charger.
- All cars must be absent of any major cosmetic or mechanical damage.
- All cars must have four serviceable tires that retain proper air pressure.
- All batteries must be free of corrosion, and properly filled with water.

Returned cars are subject to inspection and Lessee agrees to pay the following charges should damages be found:

- Severely Damaged or Missing Chargers - \$200.00 per charger
- Inoperable Cars (i.e. unable to start, stop or steer properly) - \$300.00 per car
- Minor Damage (i.e. Damage to Bodies, Bumpers or Seats) - \$300.00 per car
- Major Damage (i.e. Frame Damage, Wrecked Cars, Blown Engines) - \$800.00 per car

Accepted By:

Lessee  
By: [Signature]  
Title: PURCHASING MANAGER  
Date: AUGUST 23, 2021

E-Z-GO  
By: [Signature]  
Title: Contracts Administrator  
Date: August 19, 2019





## **EXHIBIT C**

### **Purchase Order Terms and Conditions**

*(Please see the attached pages)*

**CITY OF BOULDER CITY  
STANDARD TERMS AND CONDITIONS – PURCHASE ORDER**

The Vendor shall provide the goods and/or services described in this Purchase Order subject to the following Standard Terms and Conditions, unless otherwise noted on the face of the Purchase Order.

- 1) **DEFINITIONS [Goods, Services]**  
“City” means the City of Boulder City.  
“Purchase Order” means a City order for goods and/or services, which becomes a binding contract upon written acceptance or performance by a Vendor and which consists of the face of the Purchase Order and these Standard Terms and Conditions, and any other specifically referenced documents.  
“Vendor” means the individual, partnership, company, or corporation contractually obligated to provide the goods and/or services described in this Purchase Order.
- 2) **ACCEPTANCE [Goods, Services]**  
Notwithstanding any provision of Law, including U.C.C. 2-207 or NRS 104.2207, the Vendor’s written acceptance of this Purchase Order, or the Vendor’s commencement of performance without providing a written rejection of the Purchase Order to the City within five (5) days of receipt, shall convert this Purchase Order, in its entirety, into a legally binding contract. Each heading within these Standard Terms and Conditions shall indicate its applicability to the purchase of goods and/or services. Whether these Terms are included in an offer or an acceptance by Vendor, the City’s acceptance is conditioned on Vendor’s assent to these terms. Any additional, different or conflicting terms contained in Vendor’s contract, quotation, proposal, invoice(s), or any other written or oral communication from Vendor shall not be binding in any way on the City whether or not they would materially alter the Purchase Order, and the City hereby objects thereto. Except for the “Rules of Precedence” clause below, these Standard Terms and Conditions do not apply if a specific bid award or contract is referenced on the face of the Purchase Order.
- 3) **RULES OF PRECEDENCE [Goods, Services]**  
The parties shall attempt to construe the terms and conditions in the various documents comprising this Purchase Order, in a manner that avoids conflict or inconsistency and in a manner that is supplementary or complementary in nature rather than in conflict. If, however, a conflict or inconsistency between the terms and conditions of the documents cannot be so avoided through such efforts, the following rules of precedence shall govern this Purchase Order: (1) Terms and Conditions on the face of the Purchase Order prevail over these Standard Terms and Conditions; (2) All terms and conditions of the Purchase Order prevail over U.C.C. Article 2 and Nevada’s Uniform Commercial Code-Sales; (3) All terms and conditions of the Purchase Order prevail over any Vendor quotation, proposal, invoice(s), or any other written or oral communication from the Vendor; and (4) The terms and conditions of a specific bid award or contract referenced on the face of the Purchase Order prevail over any term or condition contained in the Purchase Order, Vendor contract, quotation, proposal, invoice(s), or any other written or oral communication from Vendor.
- 4) **QUALIFICATIONS [Goods, Services]**  
Vendor represents to the City that Vendor is qualified and has sufficient skill and expertise to provide the goods and/or perform the services. Vendor further represents that it has obtained and will maintain all necessary licenses, permits or other authorizations to provide the goods and/or perform the services and that it is financially solvent, able to pay its debts when due, and possessed of sufficient working capital to complete its contractual obligations.
- 5) **PRICE STABILITY [Goods, Services]**  
Vendor agrees that all prices quoted shall remain firm until the later of (a) sixty (60) calendar days from the date quoted or (b) the date such price quote expires.
- 6) **DELIVERY REQUIREMENTS [Goods]**  
Vendor shall deliver the goods at the delivery point specified on the face of the Purchase Order (the “Delivery Location”) F.O.B. Delivery Location on or before the date(s) specified in this Order (the “Delivery Date”). If no Delivery Date is specified, Vendor shall deliver the goods in full within a reasonable time of receipt of the Order. Counterparty shall obtain the City’s prior approval for partial shipment. Prices shall include delivery as well as necessary unloading. Timely delivery and performance is of the essence. If Vendor fails to deliver the goods in full by the Delivery Date, the City may terminate the Order immediately and Vendor shall indemnify the City against any losses, damages, and reasonable costs and expenses attributable to Vendor’s failure to deliver. Vendor bears all risk of loss or damage to the goods until delivery of the goods to the City. Title to the goods passes to the City after delivery and unloading of the goods at the Delivery Location is completed. Delivery of the goods is not complete until such goods have actually been received and accepted by the City. Goods are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect, or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Vendor error will be returned solely at Vendor’s cost. Freight charges must be prepaid by vendor.
- 7) **INSPECTION [Goods, Services]**  
An authorized representative of the City will inspect the goods and services at the time of delivery. If deficiencies are detected, the goods and/or services will be rejected and the Vendor will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made; the goods and/or services are re-inspected and accepted.
- 8) **SAFETY DATA SHEETS [Goods]**  
Vendor shall provide City a current safety data sheet (SDS) for each good supplied for which an SDS is required by applicable law, including 29 CFR 1910.1200(g), as amended.

- 9) **INVOICES [Goods, Services]**  
The Vendor shall send invoices to the "Bill To" address on the face of the Purchase Order upon completion of items of work. Invoices should include the following: (i) Vendor name and address, (ii) date and number of invoice, (iii) applicable Purchase Order number, and (iv) any other information (e.g., quantity, description, period of performance) necessary to identify the goods or services for which payment is requested. Upon reconciliation of all errors, corrections and credits, payment will be made within thirty (30) calendar days, unless otherwise noted on the face of the Purchase Order. The City may return to the Vendor the invoices received that do not comply with the requirements set forth herein.
- 10) **TAXES [Goods, Services]**  
The City is exempt from paying Sales and Use Taxes under NRS 372.325(4) and from paying certain Federal Excise Tax. The price(s) must be net, exclusive of these taxes. The Vendor shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any goods and/or services delivered under this Purchase Order. The Vendor herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- 11) **FORCE MAJEURE [Goods, Services]**  
Neither party shall be liable for failure or delay in performance due to fire, flood, earthquake, unusually severe weather, strikes, labor disputes, war, acts of vandalism, destruction, public disobedience, terrorism, the action of civil or military authorities, or other events beyond the reasonable control and without fault or negligence of the affected party. The affected party shall promptly notify the other party in writing, describing the cause and the estimated duration of delay. The affected party shall use commercially reasonable efforts to avoid or remove such cause and continue performance.
- 12) **TERMINATION FOR CONVENIENCE [Goods, Services]**  
The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason. Such termination shall be affected by written notice from the City to the Vendor, specifying the extent and effective date of the termination. Upon receipt of such notice, the Vendor shall stop work, mitigate its damages, and within 30 days, shall submit to the City a written request for incurred costs for goods delivered and/or work performed through the date of termination and shall provide any substantiating documentation requested by the City.
- 13) **TERMINATION FOR CAUSE [Goods, Services]**  
Upon failure to perform this Purchase Order under its terms, the City will provide written notice to the Vendor of the breach, and the Vendor will have a reasonable time (as stated in the City's written notice) in which to cure the breach. Failure to cure within the stated time will subject the Vendor to a default termination, with no liability to the City. The City will retain all rights to common law breach of contract remedies.
- 14) **WARRANTY [Goods]**  
The Vendor warrants that goods supplied under this Purchase Order are free of defects in material, workmanship and design, suitable for the purpose intended, and in compliance with all applicable specification and free from liens or encumbrance on file. Vendor further warrants that, unless otherwise specified on the face of the Purchase Order, the goods are new, are of the latest and most improved model of current production, are made up completely of unused, genuine, and original parts, and have not been operated for any purpose other than routine operational testing. Demonstration goods do not meet the foregoing requirements and are not acceptable.
- 15) **WARRANTY- Standard of Care [Services]**  
The Vendor warrants that all services performed are in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Purchase Order. In the event of a breach of this warranty, the Vendor shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.
- 16) **INSURANCE [Goods]**  
Vendor shall obtain and maintain, at its expense, the following insurance coverage for all work related to the performance of this Purchase Order: commercial general liability insurance; automobile liability insurance; worker's compensation insurance; and employers' liability insurance.
- 17) **INSURANCE [Services]**  
Insurance requirements will be governed by Section 2.5 of the Purchase Agreement.
- 18) **INDEMNIFICATION [Goods, Services]**  
Vendor shall indemnify, defend and hold harmless, the City, its officers, officials, employees agents, and volunteers (collectively, the "City Indemnitees") for, from and against any liability, loss, damage, expense, fine, penalty, claim, damage, judgement, suit, and cost (including without limitation costs and fees of litigation enforcing indemnification rights and pursuing insurance providers) of every nature brought by a third-party relating to breach of contract, product defect, violation or infringement of any patent, copyright or uncopyrighted work, misappropriation of any trade secret, and Vendor's failure to comply with applicable law, unless caused by the negligence or willful misconduct of City Indemnitees. Any pre-printed or additional terms providing for indemnification or hold harmless commitments by the City do not apply to the Purchase Order and are rejected by the City unless the City signs the document setting for such terms in strict compliance with the then applicable fiscal signature policy of the City. Without limitation of the foregoing, the City's hold harmless and indemnification obligations will be subject to the limitations set forth in the NRS.
- 19) **COMPLIANCE WITH LAWS AND STATUTES [Goods, Services]**  
The Vendor shall comply with all federal, state and local laws and regulations and all Laws applicable to this Purchase Order and relative to conducting business or performing work in the City and the County of Clark, Nevada. By entering into this Purchase Order, Vendor provides

a written certification that Vendor is not currently engaged in, and during the duration of the Purchase Order shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065.

20) NON-DISCRIMINATION AND FAIR EMPLOYMENT PRACTICES [Goods, Services]

Vendor shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable Law.

21) NO CONFLICT OF INTEREST [Goods, Services]

Vendor represents that to its knowledge there is no relationship with any City employee, appointed official, or elected official that would create a conflict of interest under applicable Law in connection with this Purchase Order.

22) CONFIDENTIAL INFORMATION AND DATA [Goods, Services]

- a) Confidentiality. The City might provide Confidential Information (as defined below) to the Vendor in connection with the Purchase Order. Vendor shall (1) maintain the confidentiality of the City's Confidential Information and not disclose it to a third party, except as authorized by the City in writing, as required by Law, or as required by a court or other regulatory body or government agency of competent jurisdiction; (2) restrict disclosure of Confidential Information to personnel who have a reasonable basis for needing access to such information and who are bound by confidentiality obligations similar to those in these Terms; (3) take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its personnel who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be with the same degree of care that Vendor uses to protect its own Confidential Information and in no event less than a reasonable amount of care; (4) not use the Confidential Information, except to further the purposes of the Purchase Order or as may be required to report to the Vendor's governing body, legal advisors, financial advisors, or regulators, and not sell the Confidential Information; (5) promptly notify the City upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (6) establish and maintain any additional physical, electronic, and procedural controls and safeguards to protect the Protected Data (as defined below) from unwarranted disclosure as may be required for the City to comply with all Laws. The responsibilities under this Section shall continue for five (5) years after the termination or expiration of the Purchase Order for Confidential Information that is not Protected Data or a trade secret under Law and for Protected Data and trade secrets shall continue for so long as such Confidential Information remains Protected Data or a trade secret under Law.
- b) Confidential Information" means information that is disclosed by the City under the Purchase Order in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent. Confidential Information does NOT include any information that: (1) is or becomes publicly known through no wrongful act of Vendor; (2) is already known to Vendor without restriction when it is disclosed; (3) is or becomes rightfully and without breach of any obligations, in Vendor's possession lawfully without any obligation restricting disclosure; (4) is independently developed by Vendor without breach of any obligations; (5) is explicitly approved for release by written authorizations of the City; or (6) required to be open to public inspection pursuant to NRS Chapter 239 and NAC and is not subject to an applicable exception or declared by law to be confidential (as determined by the City in its sole and absolute discretion).
- c) "Personal Information" means (1) any data or information accessible by Vendor as a result of its business relationship with the City that can be used to identify or locate a natural person, including but not limited to: name, address, telephone number, email address, social security number, or driver's license number; (2) any other data, such as, but not limited to, identifiers, demographic or behavioral data, when such data is linked or has the capacity to be linked to a specific person; and (3) "personal information" as that term is defined in NRS 603A.040 or any comparable Nevada statutes, and any Nevada regulations promulgated under such state statutes. Personal Information includes any list, description or other grouping of individuals that is derived using any of the foregoing.
- d) "Protected Data" means any Personal Information that is protected or covered by Law or a City policy. Protected Data will not be excluded from coverage merely because it is provided to Vendor in a manner that commingles the Protected Data with other data that is not Protected Data.
- e) Rights in Data. All data created and/or processed in connection with the services is and remains the property of the City and shall in no way become attached to the services, nor shall Vendor have any rights in or to the data of the City. The City shall own all data created and/or processed by the services, and/or any City provided data that resides in the service's environment, to include disaster recovery site(s), equipment and media. Vendor is granted no rights hereunder to use the customer data except to the extent necessary to fulfill its obligations to the City.
- f) Return of Data. Vendor agrees to return all original data and any data contained in any derivative work to the City in a mutually agreed upon format within thirty (30) days of the expiration of the term set forth under this Purchase Order. Delivery must be through a secured electronic transmission or on encrypted portable media by parcel service that utilizes tracking numbers.

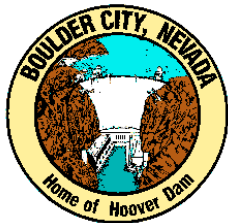
23) USE, STORAGE OR OTHER PROCESSING OF CITY'S PROTECTED INFORMATION [Services]

- a) Data Storage. Vendor represents and warrants that its creation, collection, receipt, access, use, transmission, storage, disposal, and disclosure of Confidential Information and Protected Data ("Protected Information") does and will comply with Law, as well as all other applicable regulations and directives. Vendor shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed by Vendor at least annually.
- b) Standards. Without limiting Vendor's obligations for the creation, use, storage or other processing of Protected Information, Vendor shall provide all available reports that substantiate compliance with accepted industry practices applicable to the services, including, NRS Chapter 603A, Criminal Justice Information System, the International Organization for Standardization's standards: ISO/IEC 27001 – Information Security Management Systems – Requirements and ISO/IEC 27002 – Code of Practice for International Security Management, the Control Objectives for Information and related Technology (COBIT) standards, Payment Card Industry Data Security Standard (PCI DSS), the National Institute of Standards and Technology (NIST) Cybersecurity Framework, or any other applicable industry standards for information security, and shall ensure that all such internal safeguards, including the manner in which Protected Information is created, collected, received, accessed, used, transmitted, stored, disposed, and disclosed, comply with Law, as well as this Purchase Order.

- c) Breach. Vendor shall notify the City without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Protected Information transferred to Vendor by the City was or is reasonably believed to have been accessed or acquired by an unauthorized person ("Security Breach"). Immediately following Vendor's notification to the City of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to fully cooperate in the City's handling of the matter, including, without limitation: (1) assisting with any investigation; (2) providing the City with physical access to the facilities and operations affected; (3) facilitating interviews with Vendor's employees and others involved in the matter; and (4) making available all relevant records, logs, files, data reporting, and other materials required to comply with Law, industry standards, or as otherwise required by the City.
  - d) Oversight. Upon City's request, Vendor shall confirm compliance with these Terms, as well as any applicable Law and industry standards. Vendor shall promptly and accurately complete a written information security questionnaire provided by the City at the City's discretion, not to exceed frequency of one time per annum, or a third party on the City's behalf, regarding Vendor's business practices and information technology environment in relation to all Personal Information being handled and/or services being provided by Vendor to the City under the Purchase Order. Vendor shall fully cooperate with such inquiries. In addition, upon the City's request, Vendor shall provide the City with the results of any audits performed by or on behalf of Vendor that assess the effectiveness of Vendor's information security program as relevant to the security and confidentiality of Protected Information.
- 24) UPDATES [Goods, Services]  
Except as otherwise specified by the City under a Purchase Order, Vendor will update computer software and cause it to operate under new versions or releases of operating systems and/or databases required by such software, and provide timely support and maintenance for any future releases of such operating systems and/or databases. Vendor will provide an update to computer software supporting a newer version of third-party platform components within a timeframe set by the City that is in advance of the Vendor's termination of support for such third-party components.
- 25) GOVERNING LAW/VENUE OF ACTION [Goods, Services]  
This Purchase Order shall be construed and enforced in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada, and Vendor irrevocably agrees to submit to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or other matter arising under or in connection with this Purchase Order.
- 26) NO ASSIGNMENT [Goods, Services]  
Vendor shall not assign, transfer, convey or otherwise dispose of this Purchase Order or its right, title, or interest in or to the same, or any part thereof, without prior written consent of the City.
- 27) INDEPENDENT CONTRACTOR [Goods, Services]  
The Vendor is deemed to be an independent Contractor under this Purchase Order, and nothing herein shall be deemed to create an employment, partnership or agency relationship.
- 28) NO WAIVER [Goods, Services]  
The failure of a party to enforce any of the provisions of this Purchase Order at any time, or to require performance by the other party of any of the provisions of this Purchase Order at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Purchase Order, or the right of any party to enforce each and every provision.
- 29) PROHIBITION AGAINST CONTINGENT FEES [Goods, Services]  
Vendor warrants that no person or entity has been employed or retained to solicit or secure this Purchase Order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the City shall have the right to terminate this Purchase for cause without penalty or further obligation or liability to Vendor or, in the City's discretion, to deduct from the price or consideration, or otherwise recover, the full amount of such commission, percentage brokerage or contingent fee from Vendor.
- 30) PUBLICITY [Goods, Services]  
Except with respect to internal business communications, communications with governmental agencies, or as required by applicable law, Vendor shall not use this Purchase Order nor its relationship with the City for purposes of or in any manner that intentionally gives rise to advertising or publicity without first consulting with and obtaining the City's prior written consent.
- 31) OWNERSHIP OF DOCUMENTS [Services]  
All materials, drawings, specifications, reports or other documents given, prepared, or assembled by Vendor are deemed to be the City's property when prepared, whether delivered to the City or not, constitute "work made for hire" (and all copyrights to which belong to the City), and shall, together with any materials furnished to Vendor by the City, be delivered to the City upon request, and, in any event, upon termination or final acceptance of the services. In any event, Vendor assigns to the City all intellectual property rights in such work whether by way of copyright, trade secret or otherwise, and whether or not subject to protection by copyright Laws. However, Vendor shall retain all rights to its preexisting standard details, specifications, computer software or other intellectual property and hereby licenses such preexisting materials to the City through a fully paid, worldwide, royalty-free, non-exclusive and perpetual license, for the City's own use and any future use, replacement, or correction of the services. If Vendor (or a subcontractor) labels a document owned by the City as Vendor's (or a subcontractor's) proprietary or confidential document, such label shall be deemed void.
- 32) FUNDING [Goods, Services]  
Funding of the services specified under this Purchase Order is dependent on City budget appropriations set each City fiscal year. If necessary funds to continue with the specified services are not allocated by the City, this Purchase Order shall terminate at the expiration of the appropriated funds.

- 33) TIME OF ESSENCE [Goods, Services]  
Time is of the essence with respect to Vendor's obligations under this Purchase Order.
- 34) SEVERABILITY [Goods, Services]  
If any provision of this Purchase Order is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.
- 35) ENTIRE AGREEMENT [Goods, Services]  
This Purchase Order constitutes the entire agreement between the parties with respect to the specified goods and services.
- 36) AMENDMENT [Goods, Services]  
The face of the Purchase Order may be modified or amended by the City issuing a change order. Any other modifications or amendments to this Purchase Order must be in a written document executed by the authorized representatives of each party.
- 37) PUBLIC RECORDS [Goods, Services]  
Vendor acknowledges that the City is a governmental entity that is subject to the public records Laws and regulations set forth in Chapter 239 of the NRS and NAC and, therefore, the City's records, including this Purchase Order and documents provided in connection with it, are likely public records and may subject to inspection and copying by any person unless there is an applicable exception or the record is declared by applicable law to be confidential. If the City receives a public records request that arises from or relates to this Purchase Order, the Vendor, or any Vendor disclosures to the City, the City will determine in its sole and absolute discretion whether it must provide the information because an applicable exception does not apply or the information is not declared by applicable law to be confidential. The City shall not be liable in any way to the Vendor for the disclosure of any public record, including but not limited to documents provided to the City by the Vendor. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Vendor, the Vendor agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request.
- 38) NOTICES [Goods, Services]  
Notices will be addressed to the places of business identified on the face of the Purchase Order.
- 39) CONSEQUENTIAL DAMAGE WAIVER [Goods, Services]  
The City shall not be liable to Vendor for any consequential, indirect, exemplary or incidental damages.
- 40) NO THIRD PARTY BENEFICIARIES [Goods, Services]  
This Purchase Order is intended only to benefit the parties hereto, their permitted successors and assigns, and express indemnitees. This Purchase Order shall not be deemed to be for the benefit of any entity or person that is not a party hereto, is a party's permitted successor or assign, or an express indemnitee and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.
- 41) SAFETY AND COMPLIANCE [Goods, Services]  
Vendor shall plan and direct the performance of services in compliance with Vendor's safety policies, and the City's safety and work practices. Vendor shall supervise all activities to ensure that its personnel and subcontractors use proper safety equipment and comply with the foregoing policies and all applicable Laws.
- 42) RECORDS AND AUDITING [Goods, Services]  
Vendor shall maintain accurate and complete books, documents, accounting records and other records pertaining to the goods and services for six (6) years (or longer as required by applicable law) from the later of the date of final payment under this Purchase Order or the City's acceptance of the goods and services. Vendor shall make such records available to the City for inspection, audit, examination, reproduction, and copying at Vendor's offices at all reasonable times. However, if requested, Vendor shall furnish copies of said records at its expense to the City, within seven (7) business days of the request.

[END OF TERMS]



# MEMORANDUM

To: City Attorney's Office July 29, 2021

From: Paul Sikora, Purchasing Manager

Subject: Initial Legal Coordination of Golf Cart Purchase Agreement (E-Z-GO)

Enclosed is a proposed Golf Cart Purchase Agreement between the City and E-Z-GO for initial legal review. This was requested by Roger Hall from the Parks and Recreation Department.

Region 4, ESC, Texas, a governmental agency, solicited Request for Proposal (16-11) on September 6, 2016, for Golf, Utility and Hospitality Carts, Parts, Accessories, Supplies and Related Services and awarded it to the E-Z-Go Division of Textron Inc.

NRS 332.195 permits the purchase of supplies, materials, or equipment that are available to an agreement with a vendor that has entered into an agreement with another governmental agency located within or outside of Nevada without requiring competitive bidding. The City desires to purchase 130 RXV Elite Golf Carts and TFM10-EX GPS Units, and other assorted accessories, using the terms of the OMNIA contract.

The term of this Agreement for 5 years. The city will pay \$283,699.00 for the equipment on Year 1, and \$228,940.00 on Year 2, Year 3, Year 4 and Year 5. The overall dollar value of this Agreement is \$1,199,459.00. NOTE: The original CIP estimate and budget is \$1,418,675.00. This Agreement achieved a \$219,216.00 savings in the CIP.

This will require City Council approval.

Please let me know if you have any questions or concerns.

Sincerely,

Paul Sikora  
Purchasing Manager

## **R7338 LVMPD Interlocal Mutual Aid Agreement**

### **SUBJECT:**

For possible action: Resolution No. 7338, a resolution of the City Council of Boulder City, Nevada approving Interlocal Mutual Aid Agreement No. 21-1945 with Las Vegas Metropolitan Police Department for Reimbursable Special Events

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
▢ Staff Report	Cover Memo
▢ R7338	Cover Memo
▢ Agreement	Cover Memo





BOULDER CITY  
CITY COUNCIL

MAYOR  
KIERNAN MCMANUS

COUNCIL MEMBERS:  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



MEETING LOCATION:  
CITY COUNCIL CHAMBER  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

MAILING ADDRESS:  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

WEBPAGE:  
WWW.BCNV.ORG



CITY MANAGER:  
TAYLOUR TEDDER, CEC

CITY ATTORNEY:  
BRITTANY LEE WALKER, ESQ

CITY CLERK:  
TAMI MCKAY, MMC, CPO

ADMINISTRATIVE SERVICES DIRECTOR:  
BRYCE BOLDT

COMMUNITY DEVELOPMENT DIRECTOR:  
MICHAEL MAYS, AICP

PUBLIC WORKS DIRECTOR:  
KEEGAN LITTELL, P.E.

ACTING UTILITIES DIRECTOR:  
KEEGAN LITTELL, P.E.

POLICE CHIEF:  
TIM SHEA

FIRE CHIEF:  
WILLIAM GRAY, CFO

FINANCE DIRECTOR:  
DIANE PELLETIER, CPA

PARKS & RECREATION DIRECTOR  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 17 Staff Report

TO: Taylour Tedder, City Manager

FROM: Timothy J. Shea, Police Chief

DATE: August 19, 2021

SUBJECT: For Possible Action: Resolution No. 7338, a resolution of the City Council of Boulder City, Nevada approving Interlocal Mutual Aid Agreement No. 21-1945 with Las Vegas Metropolitan Police Department for Reimbursable Special Events.

Business Impact Statement: This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: That the City Council approve Resolution No. 7338, a resolution of the City Council of Boulder City, approving Interlocal Mutual Aid Agreement No. 21-1945 with Las Vegas Metropolitan Police Department for Reimbursable Special Events and to amend FY22 budget for revenue and expenses.

## Overview:

- Per Nevada Revised Statutes 277.180, the Las Vegas Metropolitan Police Department and Boulder City Police Department are empowered to enter into an agreement for the joint and cooperative use of law enforcement agencies.
- The Agreement formally approves mutual aid with the Las Vegas Metropolitan Police Department.
- Mutual aid is only provided when requested by the entity that is in need of assistance.

Background Information: The Las Vegas Metropolitan Police Department is responsible for public safety in the areas surrounding Allegiant Stadium during major events and is in need of assistance with providing adequate coverage during these events. The Las Vegas Metropolitan Police Department will reimburse the City of Boulder City for use of its off-duty Officers to work major events when assistance is requested. This Agreement will fully fund the Boulder City Police

Department's participation by providing the financial resources to pay for officer overtime when our personnel are involved in working special event activities with the Las Vegas Metropolitan Police Department.

Financial: There is no negative fiscal impact.

Boulder City Strategic Plan Goal: Goal E: Sustain a High Level of Public Safety Services

Department Recommendation: The Police Department Staff respectfully requests that the City Council approve Resolution No. 7338, approving Interlocal Mutual Aid Agreement No. 21-1945 with Las Vegas Metropolitan Police Department for Reimbursable Special Events.

Attachment(s):

R7338

Interlocal Mutual Aid Agreement No. 21-1945

RESOLUTION NO. 7338

RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA APPROVING  
INTERLOCAL MUTUAL AID AGREEMENT NO. 21-1945 WITH LAS VEGAS  
METROPOLITAN POLICE DEPARTMENT FOR REIMBURSABLE SPECIAL EVENTS

WHEREAS, the City of Boulder City and the Las Vegas Metropolitan Police  
Department establish an inter-local agreement for mutual aid in  
reimbursable special events; and

WHEREAS, it is beneficial for the City of Boulder City to enter a mutual aid agreement  
with the Las Vegas Metropolitan Police Department to render mutual aid in  
reimbursable special events; and

WHEREAS, the City of Boulder City desires to enter into a mutual aid agreement with  
the Las Vegas Metropolitan Police Department; and

WHEREAS, the Las Vegas Metropolitan Police Department desires to enter into a  
mutual aid agreement with the City of Boulder City.

NOW, THEREFORE, BE IT RESOLVED that City Council approves Interlocal Mutual Aid  
Agreement with Las Vegas Metropolitan Police Department for Reimbursable Special  
Events.

DATED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Kiernan McManus, Mayor

**ATTEST:**

\_\_\_\_\_  
Tami McKay, City Clerk

INTERLOCAL AGREEMENT BETWEEN  
LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
and  
BOULDER CITY, NEVADA  
FOR SPECIAL EVENTS ASSISTANCE

This agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ 2021, by and between the Las Vegas Metropolitan Police Department, a metropolitan police department created pursuant to NRS Chapter 280 (hereinafter "LVMPD") and the City of Boulder City, a political subdivision of the state of Nevada, to be carried out through the Boulder City Police Department a department of the City of Boulder City (hereinafter "BCPD").

WITNESSETH

**WHEREAS**, each of the parties hereto maintain law enforcement activities within Clark County, Nevada; and

**WHEREAS**, the parties hereto desire to obtain maximum efficiency in cooperative law enforcement by assisting each other with staffing of major events in their respective jurisdictions when necessary; and

**WHEREAS**, the parties hereto are empowered to enter into an agreement for the joint and cooperative use of law enforcement agencies pursuant to Nevada Revised Statutes 277.180.

**NOW, THEREFORE**, and in consideration of the promises and covenants contained herein, the parties agree as follows:

**I. Incorporation of Recitals**

The foregoing Recitals are incorporated herein by reference and made a part of this Agreement.

**II. Definitions**

- A. REQUESTING PARTY means any party requesting law enforcement assistance from any other party hereto.
- B. ASSISTING PARTY means any party rendering law enforcement assistance to the REQUESTING PARTY.

**III. Scope of Agreement**

- A. LVMPD and BCPD hereby agree that either party may request assistance for a certain number of officers to work designated dates and shifts for special events ("Event").

**B. REQUESTING PARTY Responsibilities:**

1. REQUESTING PARTY will contact ASSISTING PARTY's special events coordinator with a request for a certain number of officers to work designated date(s) and the shifts required for the Event(s) with as much notice as possible. ASSISTING PARTY's officer participation in the Event is subject to a fully executed contract between the Event sponsor/promoter and the ASSISTING PARTY.
2. REQUESTING PARTY will direct assignments of and overall management of the event and the ASSISTING PARTY's officers.
3. REQUESTING PARTY's supervisors assigned to the Event will provide direct supervision and serve as the commander of the ASSISTING PARTY's officers assigned to the Event. Any direction by REQUESTING PARTY's commander to ASSISTING PARTY's officers in conflict with ASSISTING PARTY's policies and procedures shall be resolved by the REQUESTING PARTY's supervisor and ASSISTING PARTY supervisor assigned to working at the Event.
4. REQUESTING PARTY will ensure the Event sponsor/promoter is notified of the use of ASSISTING PARTY officers and direct the sponsor/promoter to ASSISTING PARTY to contract directly with ASSISTING PARTY for the services of ASSISTING PARTY officers utilized for the Event.

**C. ASSISTING PARTY's Responsibilities:**

1. ASSISTING PARTY will use its best efforts to provide the number of officers REQUESTING PARTY requests to staff designated Events as contracted voluntary overtime opportunities for its officers.
2. ASSISTING PARTY officers will be subject to the management and supervision of REQUESTING PARTY to the extent that such management and supervision is not in conflict with applicable laws and ASSISTING PARTY policies.
3. ASSISTING PARTY officers will remain subject to ASSISTING PARTY's rules, regulations, policies, contracts, and laws applicable to ASSISTING PARTY and any applicable exemptions under the FLSA.
4. ASSISTING PARTY will contract directly with the sponsor/promoter for reimbursement for the cost of the services of its officers.
5. ASSISTING PARTY will be responsible for providing Workers Compensation insurance for the ASSISTING PARTY's Officers assigned to the Event(s).

**IV. Equipment and Other Personal Property**

- A. To the extent possible the respective parties will remain responsible for operating, maintaining, and/or controlling any equipment and/or personal property brought by them to the Event(s). These properties shall remain the possession of the respective parties and be returned accordingly.

**V. Personnel of the Parties**

None of the officers, officials, employees, agents, contractors, or volunteers of any party to this Agreement is or shall be considered to be an officer, official, employee, agent, contractor or volunteer of the other party to this Agreement.

**VI. Independence of Parties**

The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership or any other similar relationship between ASSISTING PARTY and REQUESTING PARTY.

**VII. Integration**

The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties. Any prior conversations, representations, and/or understandings not incorporated in this Agreement are considered extinguished. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any paragraph or subparagraph.

**VIII. Notices**

Any notice, request, or demand which may be, or is required to be given under this Agreement shall be delivered in person or shall be sent by certified mail, postage prepaid and return receipt requested to such party at the address designated below or to such other address as may hereafter be designated by either party by written notice thereof:

LVMPD: Lieutenant  
Support Operations Bureau Events Planning  
400 Martin L. King Blvd.  
Las Vegas, Nevada 89106  
Telephone: (702) 828-3121  
Email: [k6752B@lvmpd.com](mailto:k6752B@lvmpd.com)

BCPD: Lieutenant – Vincent Albowicz  
Boulder City Police Department  
1005 Arizona Street  
Boulder City, Nevada 89005  
Telephone: (702) 293-9224  
Email: [valbowicz@bcnv.org](mailto:valbowicz@bcnv.org)

**IX. Indemnification**

To the extent not otherwise provided pursuant to the contract with the sponsor/promoter of the Event, REQUESTING PARTY and ASSISTING PARTY shall be responsible for

claims for damages or injuries arising from the acts or omissions of its respective officers in accordance with NRS Chapter 41 and without waiving any right or defense to indemnification that may exist in law or equity.

**X. Termination**

This agreement shall become effective upon signing by representatives of both parties. This agreement may be terminated without cause by either party upon 30 days written notice.

**XI. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**CITY OF BOULDER CITY, NEVADA**

**LAS VEGAS METROPOLITAN  
POLICE DEPARTMENT**

Date of Council Action:

\_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Joseph Lombardo      Date  
Sheriff

By: \_\_\_\_\_  
Tim Shea      Date  
Chief of Police

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brittany L. Walker      Date  
City Attorney

## **R7339 Easement Vacation 810 Avenue A**

### **SUBJECT:**

For possible action: Matters pertaining to the vacation of an easement on an existing residential property:

A. Public hearing on the vacation of a utility easement

B. Resolution No. 7339, a resolution of the City Council of Boulder City, Nevada vacating a utility easement across 810 Avenue A (VAC-21-008)

### **ADDITIONAL INFORMATION:**

#### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Item 18 Staff Report	Cover Memo
<input type="checkbox"/> Resolution No. 7339	Cover Memo
<input type="checkbox"/> Vacation Map - 810 Avenue A	Cover Memo





BOULDER CITY  
CITY COUNCIL

MAYOR  
KIERNAN McMANUS

COUNCIL MEMBERS:  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



MEETING LOCATION:  
CITY COUNCIL CHAMBER  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

MAILING ADDRESS:  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

WEBPAGE:  
WWW.BCNV.ORG



CITY MANAGER:  
TAYLOUR TEDDER, CECD

CITY ATTORNEY:  
BRITTANY LEE WALKER, ESQ

CITY CLERK:  
TAMI MCKAY, MMC, CPO

ADMINISTRATIVE SERVICES DIRECTOR:  
BRYCE BOLDT

COMMUNITY DEVELOPMENT DIRECTOR:  
MICHAEL MAYS, AICP

PUBLIC WORKS DIRECTOR:  
KEEGAN LITTELL, P.E.

ACTING UTILITIES DIRECTOR:  
KEEGAN LITTELL, P.E.

POLICE CHIEF:  
TIM SHEA

FIRE CHIEF:  
WILLIAM GRAY, CFO

FINANCE DIRECTOR:  
DIANE PELLETIER, CPA

PARKS & RECREATION DIRECTOR  
ROGER HALL

# City Council Meeting September 14, 2021 Item No. 18 Staff Report

TO: Taylour Tedder, City Manager

FROM: Keegan Littrell, P.E., Public Works Director

DATE: September 14, 2021

SUBJECT: For possible action: Matters pertaining to the vacation of an easement on an existing residential property:

- A. Public hearing on the vacation of a utility easement
- B. Resolution No. 7339, a resolution of the City Council of Boulder City, Nevada vacating a utility easement across 810 Avenue A (VAC-21-008)

Business Impact Statement: As per NRS 237.060.2(c), the requirements for a business impact statement do not apply to master plan and zoning matters (NRS Chapter 278).

Action Requested: That the City Council conduct the required public hearing and approve Resolution No. 7339, vacating a utility easement across 810 Avenue A (VAC-21-008).

## Overview:

- The property owner of 810 Avenue A has requested to vacate the 12-foot sewer easement that exists on the property.
- City staff has determined there are no existing utilities within the subject area.

## Background Information:

Item A: In accordance with the provisions of NRS 278.480, to vacate an easement owned by the City, the City must conduct a public hearing, determine that the public will not be materially injured by the proposed vacation, and receive authorization from the City Council to vacate the easement.

Item B: The residential property at 810 Avenue A has a 12-foot sewer easement that exists on the property. There are no sewer utilities located within the easement area. The property owner is requesting to vacate the sewer easement which will allow the property owner to build structures within the vacated easement area. Staff has reviewed the easement area and verified there aren't any utilities located in the easement.

Boulder City Strategic Plan Goal: Goal B, protecting our investment in the City's infrastructure. The Public Works Department ensures compliance with this goal by vacating a utility easement across 810 Avenue A.

Department Recommendation: The Public Works Department staff respectfully requests that the City Council conduct the required public hearing and approve Resolution No. 7339, vacating a utility easement across 810 Avenue A (VAC-21-008).

Attachments:

Resolution No. 7339

Vacation Map

**RESOLUTION NO. 7339**

**RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA VACATING A UTILITY EASEMENT ACROSS 810 AVENUE A (VAC-21-008)**

**WHEREAS**, property owner of 810 Avenue A has requested to vacate a 12-foot sewer easement that exists on the property; and

**WHEREAS**, the easement to be vacated is described per the attached parcel map; and

**WHEREAS**, the Boulder City Public Works Department has no objection to this vacation request; and

**WHEREAS**, abutting property owners have been notified of this request pursuant to NRS 278.480.4; and

**WHEREAS**, on September 14, 2021, the Boulder City Council conducted the required public hearing in accordance with the provisions of NRS 278.480.

**NOW, THEREFORE, BE IT RESOLVED** that City Council approves Resolution No. 7339, for the vacation of the sewer utility easement across 810 Avenue A as described per the attached parcel map, based on finding that the public will not be materially injured by the vacation.

**DATED and APPROVED** this 14<sup>th</sup> day of September, 2021.

---

Kiernan McManus, Mayor

**ATTEST:**

---

Tami McKay, City Clerk

# VACATION MAP

A PORTION OF  
LOT 2, BLOCK 1, BOOK 10, PAGE 53 OF PLATS  
BOULDER CITY SUBDIVISION NO. 4

LOCATED IN  
THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4)  
SECTION 9, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M.  
CITY OF BOULDER CITY --- COUNTY OF CLARK --- STATE OF NEVADA

## CURVE TABLE

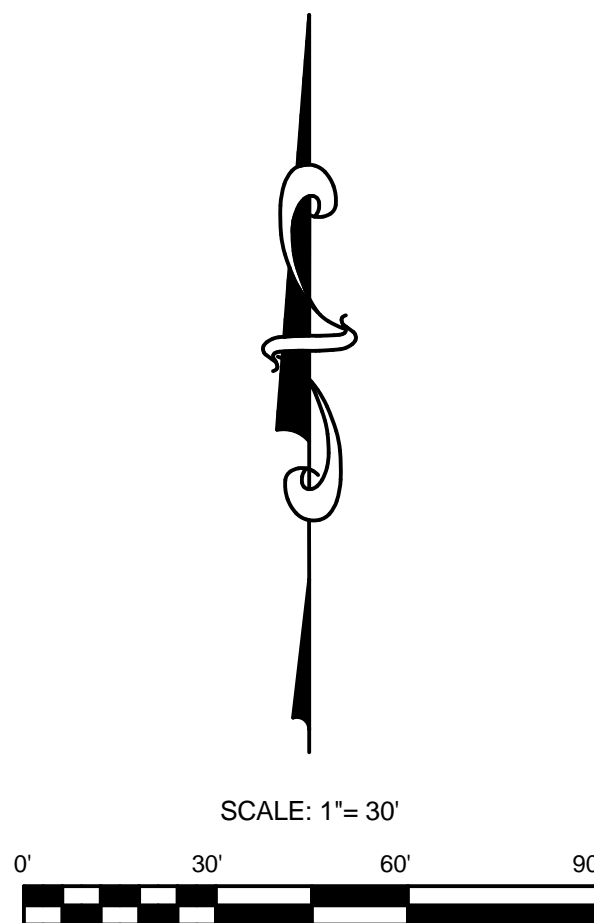
CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
1	43°05'36"	886.16	666.50	349.90	650.90	N 61° 26' 52" E
2	2°27'34"	886.16	38.04	19.02	38.03	N 38° 40' 17" E
3	1°11'30"	886.16	18.43	9.22	18.43	N 36° 50' 45" E
4	11°15'54"	856.16	168.33	84.44	168.06	N 50° 49' 29" E
5	5°09'47"	856.16	77.15	38.60	77.12	N 42° 36' 47" E
6	11°15'54"	726.16	142.77	71.62	142.54	N 50° 49' 29" E
7	4°29'07"	726.16	56.85	28.44	56.83	N 42° 56' 58" E

## OWNER'S CERTIFICATE

PINYON PROPERTIES, LLC, A NEVADA SERIES LIMITED LIABILITY COMPANY OWNER OF LOT 2,  
BLOCK 1, BOOK 10, PAGE 53 OF PLATS, BOULDER CITY NO. 4, DOES HEREBY, CERTIFY THAT WE  
HAVE EXAMINED THIS VACATION MAP AND THAT SAID MAP IS TECHNICALLY CORRECT.

LISA C. MORRIS  
MANAGER

DATE



## LEGEND

—	PROPERTY BOUNDARY
- - -	CENTERLINE STREET
- · - · -	15-FOOT FRONT SETBACK
APN	ASSESSOR'S PARCEL NUMBER
●	NOTHING FOUND OR SET

## REFERENCES

R.1 - BOOK 10, PAGE 53 OF PLATS  
R.2 - OFFICIAL RECORDS BOOK 20150309, INSTRUMENT 0002717

## BASIS OF BEARING

NEVADA STATE PLANE COORDINATE SYSTEM, EAST ZONE PER BOOK 10, PAGE 53  
OF PLATS RECORDED IN THE OFFICE OF THE CLARK COUNTY RECORDER.

## VACATION NOTE

THIS VACATION BENEFITS APN 186-09-211-001 FOR THE PURPOSE TO VACATE A PORTION OF  
OF THE 12-FOOT SEWER EASEMENT LOCATED ON LOT 2, BLOCK 1.

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE  
EXAMINED AND MAY BE DETERMINED BY REFERENCE  
TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX.

N.R.S. 278.5695

## SURVEYOR'S CERTIFICATE

I, RICHARD A. ARIOTTI, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE  
STATE OF NEVADA, CERTIFY THAT:

- THIS PLAT WAS PREPARED AT THE INSTANCE OF PINYON PROPERTIES, LLC
- THE LANDS SURVEYED LIE WITHIN THE SOUTHWEST QUARTER (SW1/4) OF THE  
NORTHWEST QUARTER (NW1/4) OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 64 EAST,  
M.D.M., CITY OF BOULDER CITY, CLARK COUNTY NEVADA. THIS MAP HAS BEEN PREPARED  
FROM INFORMATION SHOWN IN BOOK 10 PAGE 53 OF PLATS. NO RESPONSIBILITY IS  
ASSUMED FOR THE EXISTENCE OF THE MONUMENTS OR FOR THE CORRECTNESS OF  
OTHER INFORMATION SHOWN ON OR COPIED FROM SAID MAP.
- THIS PLAT COMPLIES WITH APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES

RICHARD A. ARIOTTI  
PROFESSIONAL LAND SURVEYOR  
NEVADA CERTIFICATE NO. 7953

## CITY ENGINEER'S CERTIFICATE

I, JIM KEANE, CITY ENGINEER OF THE CITY OF BOULDER CITY, CLARK COUNTY, NEVADA, DO HEREBY  
CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021, I DID EXAMINE THIS VACATION  
MAP AND THAT SAID MAP IS TECHNICALLY CORRECT.

JIM KEANE, CITY ENGINEER  
CITY OF BOULDER CITY  
NEVADA CERTIFICATE NO. 018200

DATE

## CITY CLERK CERTIFICATE

I, TAMI McKAY, CITY CLERK OF BOULDER CITY, NEVADA, A MUNICIPAL CORPORATION FORMED UNDER THE LAWS  
OF THE STATE OF NEVADA, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021,  
THE CITY COUNCIL OF BOULDER CITY, CLARK COUNTY, NEVADA, DID APPROVE THE VACATION MAP AND DID ACCEPT  
ON THE BEHALF OF THE PUBLIC TO VACATE THE PORTION OF THE 12-FOOT SEWER EASEMENT LOCATED UPON LOT 2,  
BLOCK 1, BOOK 10, PAGE 53 OF PLATS, BOULDER CITY SUBDIVISION NO. 4.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021

TAMI McKAY  
CITY CLERK

## CITY COUNCIL APPROVAL

APPROVED & ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021 BY THE CITY COUNCIL  
OF BOULDER CITY, NEVADA, COUNTY OF CLARK.

KIERNAN McMANUS  
MAYOR

DATE

TAMI McKAY  
CITY CLERK

DATE

## DIRECTOR OF COMMUNITY DEVELOPMENT

I, MICHAEL MAYS, COMMUNITY DEVELOPMENT DIRECTOR, BOULDER CITY, NEVADA, A MUNICIPAL  
CORPORATION, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE VACATION MAP TO VACATE THE  
PORTION OF THE 12-FOOT SEWER EASEMENT LOCATED UPON LOT 2, BLOCK 1, BOOK 10, PAGE 53  
OF PLATS, BOULDER CITY SUBDIVISION NO. 4 AND THAT ALL PROVISIONS OF THE STATE OF NEVADA  
AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE VACATION MAP HAVE  
BEEN COMPLIED WITH AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021

MICHAEL MAYS, AICP  
COMMUNITY DEVELOPMENT DIRECTOR

DATE

VACATION MAP A PORTION OF LOT 2, BLOCK 1, BOOK 10, PAGE 53 OF PLATS BOULDER CITY SUBDIVISION NO. 4 LOCATED IN THE SW1/4 OF THE NW1/4, SECTION 9, TOWNSHIP 23 SOUTH, RANGE 64 EAST, M.D.M. CITY OF BOULDER CITY --- COUNTY OF CLARK --- STATE OF NEVADA		NO. _____ FILED AT THE REQUEST OF E.G. RADIG, INC. DATE _____ TIME _____ FILE _____ PAGE _____ OF MISC MAPS OFFICIAL RECORDS BOOK NO. _____ CLARK COUNTY RECORDER DEBBIE CONWAY FEE _____ DEPUTY _____
SCALE: 1" = 30'	FOR: PINYON PROPERTIES, LLC	
DATE: JULY 15, 2021	DRAWN BY: RAA	
E.G. RADIG, INC. 1577 FOOTHILL DR. #1 BOULDER CITY, NEVADA (702) 293-3330 89005 FAX: (702) 293-6153		
DWG# 251010/VAC SHEET 1 OF 1	JOB NO. 251.010	

**City Council Appointments**

**SUBJECT:**

For possible action: City Council Appointments:

- A. Allotment Committee
- B. Historic Preservation Committee

**ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

Description		Type
	item 19 Staff Report	Cover Memo
	VDS_AC	Cover Memo
	VDS-HPC	Cover Memo



# City Council Meeting September 14, 2021 Item No. 19

BOULDER CITY  
CITY COUNCIL

MAYOR  
KIERNAN McMANUS

COUNCIL MEMBERS:  
JAMES HOWARD ADAMS  
CLAUDIA M. BRIDGES  
MATT FOX  
SHERRI JORGENSEN



MEETING LOCATION:  
CITY COUNCIL CHAMBER  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

MAILING ADDRESS:  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

WEBPAGE:  
WWW.BCNV.ORG



CITY MANAGER:  
TAYLOUR TEDDER, , CECd

CITY ATTORNEY:  
BRITTANY WALKER, ESQ

CITY CLERK:  
TAMI MCKAY, MMC, CPO

COMMUNITY DEVELOPMENT DIRECTOR:  
MICHAEL MAYS, AICP

PUBLIC WORKS DIRECTOR:  
KEEGAN LITRELL, P.E.

ACTING UTILITIES DIRECTOR:  
KEEGAN LITRELL, P.E.

POLICE CHIEF:  
TIM SHEA

FIRE CHIEF:  
WILL GRAY, CFO

FINANCE DIRECTOR:  
DIANE PELLETIER, CPA

PARKS & RECREATION DIRECTOR  
ROGER HALL

## Staff Report

TO: Mayor and City Council

FROM: Tami McKay, City Clerk

DATE: September 1, 2021

SUBJECT: For possible action: City Council Appointments:

- A. Allotment Committee
- B. Historic Preservation Committee

Business Impact Statement: This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: The City Clerk respectfully requests the City Council select up to four members drawn by lot to serve on the Allotment Committee. Two members with terms expiring on June 30, 2022 and two members with terms expiring on June 30, 2023 and appoint two members to the Historic Preservation Committee to a three-year term expiring August 31, 2024

### Overview:

- Board members must be residents of Boulder City and are only eligible for service on one permanent board.
- The Allotment Committee has four vacancies. Two terms expired on June 30, 2020 and two terms expired on June 30, 2021.
- The Historic Preservation Committee has two vacancies. Both terms expired on August 31, 2021.

### Background Information:

Per City Code Title 3, a board member must be a resident of the city of Boulder City and Permanent board members are only eligible for

service on one permanent board at any given time. If appointed to a second permanent board, the member has the option of either (i) resigning from the first board by written notice prior to accepting the new appointment, or (ii) declining the second appointment.

### **Allotment Committee**

The Allotment Committee is comprised of seven at-large members serving two-year terms. The Allotment Committee rates and reviews applications for allotments and presents its recommendation to the Planning Commission. Allotment Committee members are drawn by lot.

Currently, there are two terms that expired on June 30, 2020 and two terms that expired on June 30, 2021 creating four vacancies.

The City has announced they are seeking volunteers on its social media sites.

Volunteer Data Sheets of Boulder City residents interested in serving on the Allotment Committee are attached for your review and consideration and include the following: Christian Clinton, Jacob Cote, and Tanya Vece.

### **Historic Preservation Committee**

The Historic Preservation Committee consists of five members who serve three-year terms. A condition contained in the recent agreement between the City and the State Historic Preservation Office (SHPO) states:

“A minimum of one (1) appointed commission will meet the Secretary of the Interior’s Professional Qualifications Standards in a preservation-related field, as defined in the Handbook, unless alternatives have been agreed to by the undersigned.” Currently, Committee member Davenport is the member that satisfies this requirement.

Glenn Feyen was appointed to fill an unexpired term on September 22, 2020 and Charles Hauntz was appointed to fill an unexpired term on June 8, 2021. Both members have expressed their interest in reappointment.

Volunteer Data Sheets of Boulder City residents interested in serving on the Historic Preservation Committee are attached for your review and consideration and include the following: Glenn Feyen, Charlie Hauntz, Christian Clinton Jacob Cote, and Anthony Freiss.

**Boulder City Strategic Plan Goal:** Goal C. Manage Growth and Development and Goal D. Promote Historic Preservation.

**Department Recommendation:** The City Clerk respectfully requests the City Council

select up to four members drawn by lot to serve on the Allotment Committee. Two members with terms expiring on June 30, 2022 and two members with terms expiring on June 30, 2023 and appoint two members to the Historic Preservation Committee to a three-year term expiring August 31, 2024

Attachments:

Volunteer Data Sheets





City Clerk  
401 California Avenue  
Boulder City, NV 89005  
Phone: (702) 293-9208 FAX: (702) 293-9245  
[www.bcnv.org](http://www.bcnv.org)

City of Boulder City  
**Volunteer Data Sheet**  
*Committees and Commissions*

Clinton Christian R.  
Last Name First Name Middle Initial

624 8th Street Boulder City NV 89005  
Address City State Zip Code

( ) ( 702 ) 480 - 5733  
Home Phone Cell Phone  
christianr.clinton@gmail.com  
Email Address

Level of Education: Bachelor of Science

Employer/Occupation: Managing Partner Art Houz

Related Experience and Qualifications: General manager of companies in LV, HI and CA  
Instructor of Hospitality and Culinary Management at a local college

Community Activities: Working to get a farmers market in BC, ran for BC City Council,  
help a local volunteer group and volunteer as a ProStart judge

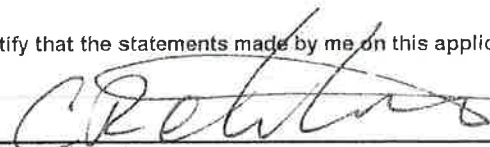
Briefly indicate how you feel you can be of service to Boulder City: Working with the community  
and city staff to preserve and better out great city

Length of Residency: 3.5 years

Please select which committee(s) / commission(s) you would be interested in serving on

Airport Advisory Committee	<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	Parks and Rec Commission	<input checked="" type="checkbox"/>
Allotment Committee	<input checked="" type="checkbox"/>	Combined Board of Appeals	<input type="checkbox"/>	Planning Commission	<input type="checkbox"/>
Charter Commission	<input type="checkbox"/>	Historic Preservation	<input checked="" type="checkbox"/>	Utility Advisory Committee	<input type="checkbox"/>

I certify that the statements made by me on this application are true, complete, and correct to the best of my knowledge.

  
Applicant's Signature

9/01/2021  
Date

**PLEASE NOTE:**

Upon submitting this form, all information will be considered public information pursuant to Nevada Revised Statutes.

**City Clerk**

401 California Avenue

Boulder City, NV 89005

Phone: (702) 293-9208 FAX: (702) 293-9245

[www.bcnv.org](http://www.bcnv.org)**City of Boulder City****Volunteer Data Sheet****Committees and Commissions**Cote

Last Name

Jacob

First Name

T

Middle Initial

1320 Darlene Way

Address

Boulder City

City

NV

State

89005

Zip Code

7024949472 -

Home Phone

7024949472 -

Cell Phone

favtak@gmail.com

Email Address

Level of Education: J.D.Employer/Occupation: Deputy County Attorney, Mohave County (AZ) Attorney's Office, 2010-presentRelated Experience and Qualifications: Served on Planning & Zoning Comm, Kingman AZ, 1/12-2/13;Adjunct faculty, Mohave Community College, 2013-presentCommunity Activities: Walking and hiking with my family and dog; antique shopping; museums; attending classic car and art shows.Briefly indicate how you feel you can be of service to Boulder City: Growing up in Henderson and working in Kignman, AZ,I've always wanted to live in Boulder City, and now that I do, I want to give back.Length of Residency: 7/20-current

Please select which committee(s) / commission(s) you would be interested in serving on

Airport Advisory Committee ☒Civil Service Commission ☒Parks and Rec Commission ☒Allotment Committee ☒Combined Board of Appeals ☒Planning Commission ☒Charter Commission ☒Historic Preservation ☒Utility Advisory Committee ☒

I certify that the statements made by me on this application are true, complete, and correct to the best of my knowledge.

[Signature]  
Applicant's Signature2/4/20  
Date**PLEASE NOTE:**

Upon submitting this form, all information will be considered public information pursuant to Nevada Revised Statutes.



**City Clerk**  
401 California Avenue  
Boulder City, NV 89005  
Phone: (702) 293-9208 FAX: (702) 293-9245  
[www.bcnv.org](http://www.bcnv.org)

# City of Boulder City

## Volunteer Data Sheet

*Committees and Commissions*

Tanya Vece L  
Last Name First Name Middle Initial

1312 5th Street Boulder City NV 89005  
Address City State Zip Code

7024128968 7024128968  
Home Phone Cell Phone  
office@tanyavece.com  
Email Address

Level of Education: 13

Employer/Occupation: Self / contracted w/ various healthcare and PR clients

Related Experience and Qualifications: I have volunteered for various events and boards in Boulder City for the last 9 years

Community Activities: Dam Short Film Festival, Wine Walk, Senior Center Events, set up a retail festival for non-profit in the park, set up Easter Egg hunt 2X in part, etc

Briefly indicate how you feel you can be of service to Boulder City: I have the planning and publicity skills available to help look at details and encourage community involvement.

Length of Residency: 9 years

Please select which committee(s) / commission(s) you would be interested in serving on

Airport Advisory Committee	<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	Parks and Rec Commission	<input checked="" type="checkbox"/>
Allotment Committee	<input checked="" type="checkbox"/>	Combined Board of Appeals	<input type="checkbox"/>	Planning Commission	<input type="checkbox"/>
Charter Commission	<input type="checkbox"/>	Historic Preservation	<input type="checkbox"/>	Utility Advisory Committee	<input checked="" type="checkbox"/>

I certify that the statements made by me on this application are true, complete, and correct to the best of my knowledge.

[Signature]  
Applicant's Signature

05-15-21  
Date

**PLEASE NOTE:**  
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City of Boulder City  
**Volunteer Data Sheet**  
*Committees and Commissions*

Clinton Christian R.  
Last Name First Name Middle Initial

624 8th Street Boulder City NV 89005  
Address City State Zip Code

( ) ( 702 ) 480 - 5733  
Home Phone Cell Phone  
christianr.clinton@gmail.com  
Email Address

Level of Education: Bachelor of Science

Employer/Occupation: Managing Partner Art Houz

Related Experience and Qualifications: General manager of companies in LV, HI and CA  
Instructor of Hospitality and Culinary Management at a local college

Community Activities: Working to get a farmers market in BC, ran for BC City Council,  
help a local volunteer group and volunteer as a ProStart judge

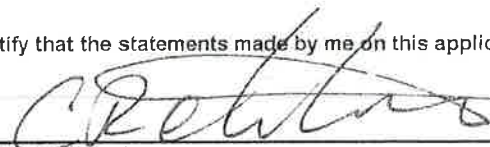
Briefly indicate how you feel you can be of service to Boulder City: Working with the community  
and city staff to preserve and better out great city

Length of Residency: 3.5 years

Please select which committee(s) / commission(s) you would be interested in serving on

Airport Advisory Committee	<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	Parks and Rec Commission	<input checked="" type="checkbox"/>
Allotment Committee	<input checked="" type="checkbox"/>	Combined Board of Appeals	<input type="checkbox"/>	Planning Commission	<input type="checkbox"/>
Charter Commission	<input type="checkbox"/>	Historic Preservation	<input checked="" type="checkbox"/>	Utility Advisory Committee	<input type="checkbox"/>

I certify that the statements made by me on this application are true, complete, and correct to the best of my knowledge.

  
Applicant's Signature

9/01/2021  
Date

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Cote \_\_\_\_\_ Jacob \_\_\_\_\_ T \_\_\_\_\_  
Last Name First Name Middle Initial

1320 Darlene Way \_\_\_\_\_ Boulder City \_\_\_\_\_ NV \_\_\_\_\_ 89005  
Address City State Zip Code

7024949472 - \_\_\_\_\_ 7024949472 - \_\_\_\_\_  
Home Phone Cell Phone  
favtak@gmail.com  
Email Address \_\_\_\_\_

Level of Education: J.D.Employer/Occupation: Deputy County Attorney, Mohave County (AZ) Attorney's Office, 2010-presentRelated Experience and Qualifications: Served on Planning & Zoning Comm, Kingman AZ, 1/12-2/13;  
Adjunct faculty, Mohave Community College, 2013-presentCommunity Activities: Walking and hiking with my family and dog; antique shopping; museums;  
attending classic car and art shows.Briefly indicate how you feel you can be of service to Boulder City: Growing up in Henderson and working in Kignman, AZ,  
I've always wanted to live in Boulder City, and now that I do, I want to give back.Length of Residency: 7/20-current

Please select which committee(s) / commission(s) you would be interested in serving on

Airport Advisory Committee <input checked="" type="checkbox"/>	Civil Service Commission <input checked="" type="checkbox"/>	Parks and Rec Commission <input checked="" type="checkbox"/>
Allotment Committee <input checked="" type="checkbox"/>	Combined Board of Appeals <input checked="" type="checkbox"/>	Planning Commission <input checked="" type="checkbox"/>
Charter Commission <input checked="" type="checkbox"/>	Historic Preservation <input checked="" type="checkbox"/>	Utility Advisory Committee <input checked="" type="checkbox"/>

I certify that the statements made by me on this application are true, complete, and correct to the best of my knowledge.

  
Applicant's Signature2/4/20  
Date**PLEASE NOTE:**Upon submitting this form, all information will be considered public information  
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Feyen Last Name Glenn First Name J. Middle Initial

1310 Stacey Lane Address Boulder City City NV State 89005 Zip Code

(702) 293 - 4502 Home Phone (702) 931 - 4114 Cell Phone

FX R PAIR @ Juno.com Email Address

Level of Education: 14

Employer/Occupation: Retired

Related Experience and Qualifications: Long time interest in preserving history for future generations.

Community Activities: active in American Legion, Support Chamber of Commerce Activities

Briefly indicate how you feel you can be of service to Boulder City: I look at issues with an open mind and try and look at both sides of an issue

Length of Residency: 6 1/2

Please select which committee(s) / commission(s) you would be interested in serving on

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Allotment Committee	<input type="checkbox"/>	Combined Board of Appeals	<input type="checkbox"/>	Planning Commission	<input type="checkbox"/>
Charter Commission	<input type="checkbox"/>	Historic Preservation	<input checked="" type="checkbox"/>	Utility Advisory Committee	<input type="checkbox"/>

I certify that the statements made by me on this application are true, complete, and correct to the best of my knowledge.

[Signature]  
Applicant's Signature

9-7-2020  
Date

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# City of Boulder City

## Volunteer Data Sheet

*Committees and Commissions*

Freiss Anthony \_\_\_\_\_  
Last Name First Name Middle Initial

800 8th Street Boulder City NV 89005  
Address City State Zip Code

702 907 6630 \_\_\_\_\_  
Home Phone Cell Phone

anthony.freiss@gmail.com  
Email Address

Level of Education: College

Employer/Occupation: United Brotherhood of Carpenters/Analyst

Related Experience and Qualifications: Coordinated stream cleanups in Delridge Neighborhood in Seattle. Provided Internet safety courses to seniors.

Community Activities: \_\_\_\_\_

Briefly indicate how you feel you can be of service to Boulder City: I am passionate about our community and receptive to the needs of our residents.

Length of Residency: 5mo

Please select which committee(s) / commission(s) you would be interested in serving on

Airport Advisory Committee	<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	Parks and Rec Commission	<input checked="" type="checkbox"/>
Allotment Committee	<input type="checkbox"/>	Combined Board of Appeals	<input type="checkbox"/>	Planning Commission	<input checked="" type="checkbox"/>
Charter Commission	<input type="checkbox"/>	Historic Preservation	<input checked="" type="checkbox"/>	Utility Advisory Committee	<input type="checkbox"/>

I certify that the statements made by me on this application are true, complete, and correct to the best of my knowledge.

Anthony Freiss \_\_\_\_\_  
Applicant's Signature

Digitally signed by Anthony Freiss  
Date: 2021.07.08 08:07:57 -07'00'

07/08/2021  
Date

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City of Boulder City  
**Volunteer Data Sheet**  
Committees and Commissions

Hauntz Charles E.  
Last Name First Name Middle Initial

1310 Appaloosa Rd. Boulder City NV 89005  
Address City State Zip Code

( ) -None (702) 767-2447  
Home Phone Cell Phone

hauntz45@gmail.com  
Email Address

Level of Education: MS Geol. Engineering

Employer/Occupation: Retired

Related Experience and Qualifications: Former member BC Hist. Pres. Comm., 20+ years member Nev. State Mus. & Hist. Soc., member B.C. Museum & Hist. Assn., member Nez Perce Co. Idaho, Hist. Society, MS degree in Engineering, U. of Idaho, American Legion Post 31 Historian, Community Activities: Registered Researcher in B.C. Museum Archives.

Participated in Historic Preservation Day Activities, lead history walking tours in B.C. Historic Dist.  
Briefly indicate how you feel you can be of service to Boulder City: I can bring a passionate view of history & a firm commitment to historic preservation to the HPC Commission.

Length of Residency: 3+ yrs I believe my intensive research into the history of preservation efforts in B.C. will be of value to the HPC.

Please select which committee(s) / commission(s) you would be interested in serving on

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Allotment Committee <input type="checkbox"/>	Combined Board of Appeals <input type="checkbox"/>	Planning Commission <input type="checkbox"/>
Charter Commission <input type="checkbox"/>	Historic Preservation <input checked="" type="checkbox"/>	Utility Advisory Committee <input type="checkbox"/>

I certify that the statements made by me on this application are true, complete, and correct to the best of my knowledge.

Charles E. Hauntz  
Applicant's Signature

June 5, 2021  
Date

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