

# AGENDA



# 3:00 P.M.

## CITY COUNCIL MEETING

## WEDNESDAY, MAY 24, 2023

### NOTES:

- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

[www.SedonaAZ.gov](http://www.SedonaAZ.gov)

THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT [WWW.SEDONAAZ.GOV](http://WWW.SEDONAAZ.GOV) OR ON CABLE CHANNEL 4.

### GUIDELINES FOR PUBLIC COMMENT

#### PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.
- The decision to receive Public Comment during Work Sessions/Special City Council meetings is at the discretion of the Mayor.

#### PROCEDURES:

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

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

### 2. ROLL CALL

### 3. SPECIAL BUSINESS

LINK TO DOCUMENT =

- a. AB 2932 **Presentation/discussion** regarding the Sedona Evacuation and Re-Entry Plan and approval of a Resolution entering into an intergovernmental agreement (IGA) between the City and Coconino County for the acceptance of \$83,247 in grant funds to fund a portion of the plan.
- b. **Discussion/possible action** regarding future meetings/agenda items.

### 4. EXECUTIVE SESSION

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

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

### 5. ADJOURNMENT

Posted: 5/18/2023

By: DJ

JoAnne Cook, CMC, City Clerk

Note: Pursuant to A.R.S. § 38-431.02(B) notice is hereby given to the members of the City Council and to the general public that the Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that four or more members of these other City commissions, boards, or committees may be in attendance.

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

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

CITY COUNCIL CHAMBERS  
102 ROADRUNNER DRIVE, SEDONA, AZ

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



**CITY COUNCIL  
AGENDA BILL**

**AB 2932  
May 24, 2023  
Special Business**

**Agenda Item: 3a**

**Presentation & Discussion:** Presentation/discussion regarding the Sedona Evacuation and Re-Entry Plan and approval of a Resolution entering into an intergovernmental agreement (IGA) between the City and Coconino County for the acceptance of \$83,247 in grant funds to fund a portion of the plan.

<b>Department</b>	City Manager/Police
<b>Time to Present</b>	30 minutes
<b>Total Time for Item</b>	90 minutes
<b>Other Council Meetings</b>	October 27, 2021, April 27, 2022, June 14, 2022, October 11, 2022
<b>Exhibits:</b>	A. Evacuation and Re-Entry Plan B. IGA Between Coconino County and City of Sedona C. Resolution

<b>City Attorney Approval</b>	Reviewed 5/16/23 KWC	<b>Expenditure Required</b>	
		\$ 83,247	
<b>City Manager's Recommendation</b>	Approve an IGA to accept \$83,247 in grant funds through Coconino County to fund a portion of the plan.	<b>Amount Budgeted</b>	
		\$ 400,000	
		Account No. 10-6245-01-6405 (Description) (General Services, Professional Services – one-time)	
		Finance <input checked="" type="checkbox"/>	Approval

**SUMMARY STATEMENT**

**Background:** In 2021, the City of Sedona began the process of reviewing its Emergency Operations Plan (EOP) and updating it to align with the Emergency Management Plans for Yavapai and Coconino Counties. The counties are the jurisdictional authorities for emergency and disaster preparedness for the City and the entities upon which the City relies. New partnerships with the Emergency Managers for Yavapai and Coconino Counties have created opportunities to further the emergency planning efforts in the City of Sedona.

During the update of the city's EOP, several other Emergency Management/Preparedness projects developed through the process, including the development of a Community Emergency Preparedness Guide published in both English and Spanish, a Threat and Hazard Identification Risk Analysis (THIRA) project and an evacuation modeling project within the City of Sedona.

At the January 2022 Council retreat, City staff recommended to City Council that we begin to work with Coconino County emergency management staff to initiate a project specific to the Uptown and Brewer Road areas. While the initial request from the community was a city-wide evacuation modeling project, it was determined that this effort would be costly and unable to accomplish in a short time-frame due to the complexities of Sedona's location in two separate counties. The areas of Uptown of Brewer Road were identified due to the immediate concerns with ingress and egress and their location within Coconino County.

At the January council retreat, Council provided direction to staff to move forward with initiating the project. After discussion with emergency management officials, the scope was narrowed and a firm was selected by Coconino County. The firm selected was Emergency Management Partners (EM Partners) with the traffic study work contracted to Greenlight Traffic Engineering.

During the project kickoff meeting in May 2022, questions arose about the scope of the project and whether it met the request of Council and the community to develop evacuation modeling. This project was brought back to Council to receive direction on expanding the project to a citywide project. Council approved moving forward with a citywide Evacuation and Re-Entry Plan traffic plan. The Sedona Evacuation and Re-Entry Plan and Traffic Study plan addresses all hazards to include wildfire and post fire flooding.

Due to the request to expedite this project, EM Partners and Coconino County initiated a meeting with the internal Planning Team for the project and pulled Yavapai County Emergency Management and Yavapai County Sheriff's Office into the discussion. Sedona's Police Chief, Stephanie Foley, was added to the planning team, as well as staff from city Public Works. This initial meeting focused on identifying community zones (based on already established police beats) and connecting Public Works staff and Greenlight Traffic Engineering on the traffic study.

During the budget process, \$250,000 was budgeted for the project (other projects in the account have been delayed and budget capacity was available to cover the increased costs). With the expansion of the project to include the entire City of Sedona, the cost of the project increased to \$303,247.10. City staff worked with the Coconino County Emergency Manager, Wes Dison, to identify \$175,000 in partner funding through the state Department of Forestry and Fire Management (DFFM) to fund a portion of the plan. City staff has worked with Coconino County on additional funding through the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund in the amount of \$83,247. The Coconino County Board of Supervisors approved the funding on April 4, 2023. The Council will need to take an action to enter into an intergovernmental agreement (IGA) to accept the funds.

The larger stakeholder group began meetings in October 2022. The group included the internal team, Yavapai and Coconino County Emergency Management, Yavapai and Coconino County Sheriff's Office, the Sedona Fire District, Arizona Department of Transportation, and citizen representatives from community zones within the city. Seven stakeholder group meetings were held to facilitate the planning process, including five community zone planning workshops with citizen representatives from each of the twelve community zones. These planning meetings provided a forum for government stakeholders and citizens representatives to collaborate in the development of the comprehensive Evacuation and Re-entry Plan.

EM Partners, Greenlight Traffic Engineering and Coconino County Emergency Management will present the final Sedona Evacuation and Re-Entry Plan. Following the discussion with City Council, the consultant will work on two community meetings to introduce the plan to our community and additional stakeholders.

**Climate Action Plan/Sustainability Consistent:**  Yes -  No

**Board/Commission Recommendation:**  Applicable –  Not Applicable

**Alternative(s):**

**MOTION**

**I move to:** approve Resolution 2023-\_\_\_\_\_ entering into an IGA between the City of Sedona and Coconino County for the acceptance of \$83,247 in grant funds to fund a portion of the plan.



# SEDONA, ARIZONA EVACUATION & RE-ENTRY PLAN

## ROLES & RESPONSIBILITIES



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The City of Sedona contracted with Emergency Management Partners (EM Partners) and their subcontractor, Greenlight Traffic Engineering, to develop this plan and traffic study.

*em-partners.com*

## City Manager's Executive Summary

City Manager's Office  
102 Roadrunner Dr.  
Sedona, AZ 86336



May 10, 2023

Dear Sedona community,

The City of Sedona Evacuation and Re-Entry Plan is a collaborative document that establishes **roles and responsibilities** for City of Sedona departments and partners during incidents requiring evacuation and re-entry operations. This plan provides City officials with guidance and considerations to ensure an **all-hazards life safety response**. To keep the Evacuation and Re-Entry Plan pertinent, accurate, and up to date, the City engages partners and practitioners from a wide variety of disciplines at all levels of government, the private sector, and nongovernmental organizations. This plan is built upon ground truth, local traffic data as a result of a comprehensive traffic study.

As we continue to see emergencies increase in severity and frequency within our city, it was necessary to build a comprehensive approach to evacuation and re-entry operations, with the main goal of life safety of our citizens, businesses, and visitors. This plan is designed to be clear, concise, and easy to use during operations. This plan also provides the public with foundational guidance in support of personal preparedness efforts. We highly encourage our citizens to become familiar with this plan and the “best route” evacuation maps and to **“know your route”** and **“own your plan”** – including knowing your evacuation zone – in order to take personal responsibility for your individual/family emergency preparedness activities and be ready, should an event occur.

The Sedona Evacuation and Re-Entry Plan translates county, state, and federal guidance to be applied to City operations. This plan aligns with the City of Sedona Emergency Operations Plan (EOP), the Coconino and Yavapai County EOPs, and other state and federal emergency planning and evacuation/re-entry guidance. The City is committed to continued planning, training, and exercising of the Sedona Evacuation and Re-Entry Plan in order to continue building life safety response capabilities.

This plan is a direct result of citizen participation in our community. I would like to personally express my gratitude for the support we received from the Stakeholder Team and Citizen Representatives during the development of this plan. Partners and friends throughout the city contributed valuable content that ensured the successful development of this important plan for our community. This plan is the product of the unique, strong personal and professional relationships we all have across our city. This plan will ensure the most robust all-hazards evacuation and re-entry operations toward a safer place for all of our citizens, visitors, and businesses.

Respectfully,

A handwritten signature in blue ink that reads "Karen Osburn".

Karen Osburn  
City Manager

## Plan Approval

The City of Sedona Evacuation and Re-Entry Plan is effective upon approval by the City of Sedona Mayor.

**Approved by:**

\_\_\_\_\_  
Scott Jablow  
Mayor, City of Sedona

\_\_\_\_\_  
Date

\_\_\_\_\_  
Karen Osburn  
City Manager, City of Sedona

\_\_\_\_\_  
Date

\_\_\_\_\_  
JoAnne Cook  
City Clerk, City of Sedona

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kurt Christianson  
City Attorney, City of Sedona

\_\_\_\_\_  
Date

**Emergency Management Team:**

\_\_\_\_\_  
Joanne Keene  
Deputy City Manager, City of Sedona

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephanie Foley  
Police Chief, City of Sedona

\_\_\_\_\_  
Date

\_\_\_\_\_  
*TBD*  
Emergency Coordinator, City of Sedona

\_\_\_\_\_  
Date



## **Training, Exercise, and Engagement Activity**

The City of Sedona is committed to ongoing training, exercise, and engagement of the Evacuation and Re-Entry Plan, including supporting annexes and procedures, to validate the city evacuation and re-entry capabilities.

<b>TRAINING, EXERCISE, AND ENGAGEMENT ACTIVITY</b>			
<b>Date</b>	<b>Summary of Activity</b>	<b>Partners Involved</b>	<b>Entry Made By</b>

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## Introduction

The City of Sedona Evacuation and Re-Entry Plan is an **all-hazards life safety response** plan that describes how the City of Sedona will organize emergency evacuation and re-entry operations. The plan describes how city officials will coordinate resources and activities in support of life safety during incidents requiring evacuation. The plan is designed as a high-tier **Whole Community** document identifying city agency and partner organization **roles and responsibilities**. The plan does not include procedures. Tactical details are left to the appropriate agency procedure documents.

*References to **Whole Community** in this plan refers to the citizens, visitors, business owners, city officials, other governmental officials, nongovernmental organizations, private sector partners, and any other population group that may participate in or contribute to evacuation and re-entry in Sedona.*

This plan is informed by ground truth traffic study data in order to develop the most accurate guidance for evacuation and re-entry operations. A comprehensive traffic study was conducted in support of the development of this plan, including traffic counts at key city intersections during peak times, data analysis, development of travel time estimates, and the creation of “best route” evacuation maps based on the data collected.

The Sedona Evacuation and Re-Entry Plan was developed with significant citizen involvement. The citizen representatives who participated in the planning process were key to the successful development of this important plan for the City of Sedona.

Sedona officials divided the city into 12 zones for the purposes of planning, analysis, and facilitating operations. The traffic study analysis was conducted based on these zones, and a “best route” evacuation map was developed for each of the zones; these are located in Annex A. Key data from this traffic study has been incorporated into this Evacuation and Re-Entry Plan in order to provide city officials with actionable information.



The Sedona Evacuation and Re-Entry Plan is designed to align with all applicable local, state, and federal authorities and guidance in order to represent the relationships between the city and other governmental entities. The Evacuation and Re-Entry Plan is developed in support of the concept of operations and roles and responsibilities outlined in the City of Sedona Emergency Operations Plan (EOP). This plan is supplementary to the EOP, outlining further operational guidance for city officials and partners. As outlined in the EOP, this plan also follows the City of Sedona executive leadership direction that all City of Sedona departments adopt the **One City Concept for Emergency Response**, which is defined as follows:

*The City of Sedona will support response to emergencies when the people of the city of Sedona, their homes, businesses, our infrastructure, or environment is threatened by a hazard. Being one City, any department will respond when requested.*

The plan is also aligned with the Coconino County and Yavapai County EOPs, the Arizona State Emergency Response and Recovery Plan (SERRP), and the National Response Framework (NRF), as applicable, in order to facilitate support from county, state, and federal entities, when requested.

The Evacuation and Re-Entry Plan uses the National Incident Management System (NIMS) and Incident Command System (ICS) as a basis for all-hazards incident response structure as detailed in the city EOP. In addition to aligning with these plans and systems, the Evacuation and Re-Entry Plan incorporates applicable guidance from the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG) 101 and the FEMA Planning Considerations: Evacuation and Shelter-in-Place guide. Collectively, these documents provide the foundation for the Sedona Evacuation and Re-Entry Plan.

## PURPOSE

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The Sedona Evacuation and Re-Entry Plan establishes city official and partner **roles and responsibilities** for **all-hazards** evacuation and re-entry operations in the City of Sedona. This plan is intended to guide city officials and inform the **Whole Community** with the ultimate goal of life safety and supporting a more resilient Sedona.

This plan will serve as the foundation for city officials and partners to build response capabilities through preparedness, training, and exercise efforts. City officials will measure ongoing preparedness efforts against this plan to identify and close any existing gaps through evaluation of real-world responses and training and exercises.

## SCOPE

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This plan is implemented for **all-hazards** incidents impacting the City of Sedona which require evacuation and re-entry operations. The plan is applicable to city officials and the county, state, federal, NGO, and private sector partners that may support evacuation and re-entry in Sedona during an emergency.

The plan also exists to provide the **Whole Community** in Sedona with information regarding evacuation and re-entry operations. This provides the public with foundational guidance in support of personal preparedness efforts.

The city encourages the public to **“know your route”** and **“own your plan.”** Citizens and visitors are encouraged to review this plan, identify the zones in which they live, work, travel, etc., and become familiar with the evacuation routes for those zones. It is necessary that the Whole Community in Sedona take personal responsibility to own and participate in their individual/family emergency preparedness activities in order to best facilitate evacuation and re-entry operations.

### ALL-HAZARDS APPROACH

Focuses on capabilities-based preparedness to prevent, protect against, respond to, and recover from the full spectrum of emergencies and disasters.

## SITUATION OVERVIEW

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The City of Sedona covers 18.6 square miles, making it the 67th largest city in Arizona. The City of Sedona is incorporated in both Coconino and Yavapai Counties. The United States Census

Bureau estimates that the City of Sedona has a population of 9,684 (U.S. Census, 2020). Major highways that serve Sedona include State Route (SR) 179 and SR 89A within the city, and Interstate (I) 17 in the surrounding area.



Sedona is one of the most visited sites in Arizona. As a worldwide travel destination, tourism is a primary part of the city's economic base, with over three million visitors annually. Several hiking and biking trails, vortexes, and parks such as Cathedral Rock, Amitabha Stupa and Peace Park, Soldier Pass Trail, and many others are located within the City of Sedona. Nearly half of the city is part of the Coconino National Forest. Sedona is located at the base of the red sandstone cliffs with numerous red buttes and monoliths around the city. The beautiful Oak Creek runs through the city.

## **Hazard Analysis**

The City of Sedona is threatened by natural, technological, and human-caused hazards. The risk posed by these hazards is both immediate and long-term. These hazards have the potential to disrupt day-to-day activities and cause extensive property damage. The city will prepare for all possible events using the all-hazards approach but will place greatest emphasis on preparing for the most dangerous events that are also most likely to occur.

The City of Sedona is a participant in the Yavapai County Multi-Jurisdictional Hazard Mitigation Plan. The Hazard Mitigation Plan addresses the natural threats and hazards throughout the county and includes community profiles and hazard information for the participating jurisdictions.



The City of Sedona Evacuation and Re-Entry Plan references the hazard identification and risk assessment information in the Yavapai County Multi-Jurisdictional Hazard Mitigation Plan as foundational threat and hazard information informing the plan and a document that can be referenced for further hazard information specific to jurisdictions within the county. The following list includes possible hazards that could be experienced in the City of Sedona. The list is not exhaustive but represents the most possible or likely hazards Sedona plans for:

- Wildland Fire
- Flooding
- Severe Weather
- Transportation Incidents
- Earthquakes
- Civil Disorder
- Terrorism/Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) Incidents
- Drought

The Sedona Evacuation and Re-Entry Plan also considers the Sedona Threat and Hazard Identification and Risk Assessment (THIRA) Report as a document informing the threat and hazard situation in the city. The THIRA also assesses the city’s capabilities to perform response and recovery functions, including evacuation and re-entry operations. This document contributes to the city’s efforts to plan, train, and exercise to fill gaps in these capability areas. The development of this Evacuation and Re-Entry Plan enhances various city capabilities as identified in the THIRA Report. The city also leverages the results of the annual Arizona State Preparedness Report (SPR), Coconino and Yavapai County THIRA reports, and other applicable local threat and hazard data to develop response capabilities.

## **TRAFFIC STUDY**

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In order to provide ground truth, up-to-date traffic data (as opposed to predictive computer modeling that uses generic data) to directly inform the development of the Sedona Evacuation and Re-Entry Plan, the City of Sedona contracted with a qualified, local traffic engineering firm to conduct a comprehensive traffic study. This provides the best local data for preparedness, planning, training, and exercise to ensure city officials have the most accurate information to build and maintain **all-hazards life safety response** capabilities.

Because of the law enforcement sensitive/public safety details, the Sedona Emergency Evacuation Planning Traffic Study Report is a **For Official Use Only (FOUO)** document that is not shared with the public to ensure that sensitive information is not accessible to potentially malicious actors. However, key maps, travel time estimates, and other details intended for public use are included in this Evacuation and Re-Entry Plan.



The traffic study utilizes the 12 identified city evacuation zones for analysis and development of map products.

The traffic study accomplished the following:

- Data Collection
  - Review functional roadway classifications for primary exit routes.
  - Review land use maps, parcel maps, demographic data, and other pertinent sources to obtain number of residences and businesses located in the evacuation planning area.
  - Obtain traffic signal timing cards.
  - Conduct 24-hour turning movement counts at thirty-five (35) priority intersections in the city.
  - Obtain “Big Data” analytics information to aid in calibrating traffic volumes.

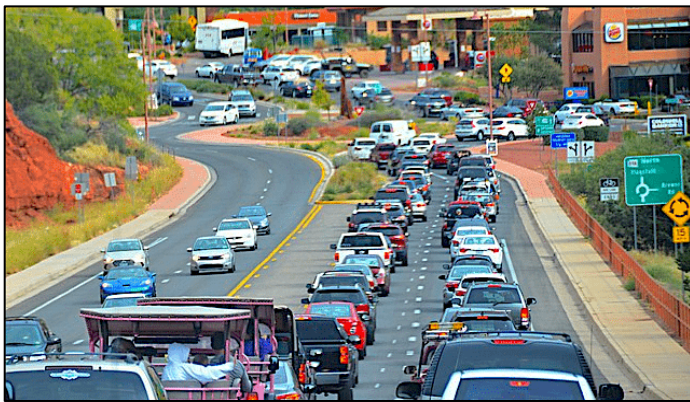


- Analysis
  - Calculate trip generation estimates for the evacuation areas.
  - Perform trip distribution and assignment for the thirty-five (35) priority intersections for various scenarios for the two main evacuation routes (SR 89A and SR 179).
  - Build a Vissim traffic simulation network.
  - Validate and calibrate all Vissim products.
  - Develop evacuation travel time estimates for twelve (12) community zones within the city.
- Maps
  - Develop twelve (12) community evacuation “best route” maps (included in Annex A of this plan).

Based on data collection and analysis, a Saturday peak period in October when traffic volumes are highest due to tourist traffic was utilized to consider worst case scenario traffic conditions for evacuation. State Route (SR) 89A and SR 179 are considered the two main evacuation routes for the city for the purposes of the study.

### Evacuation Travel Time Estimates

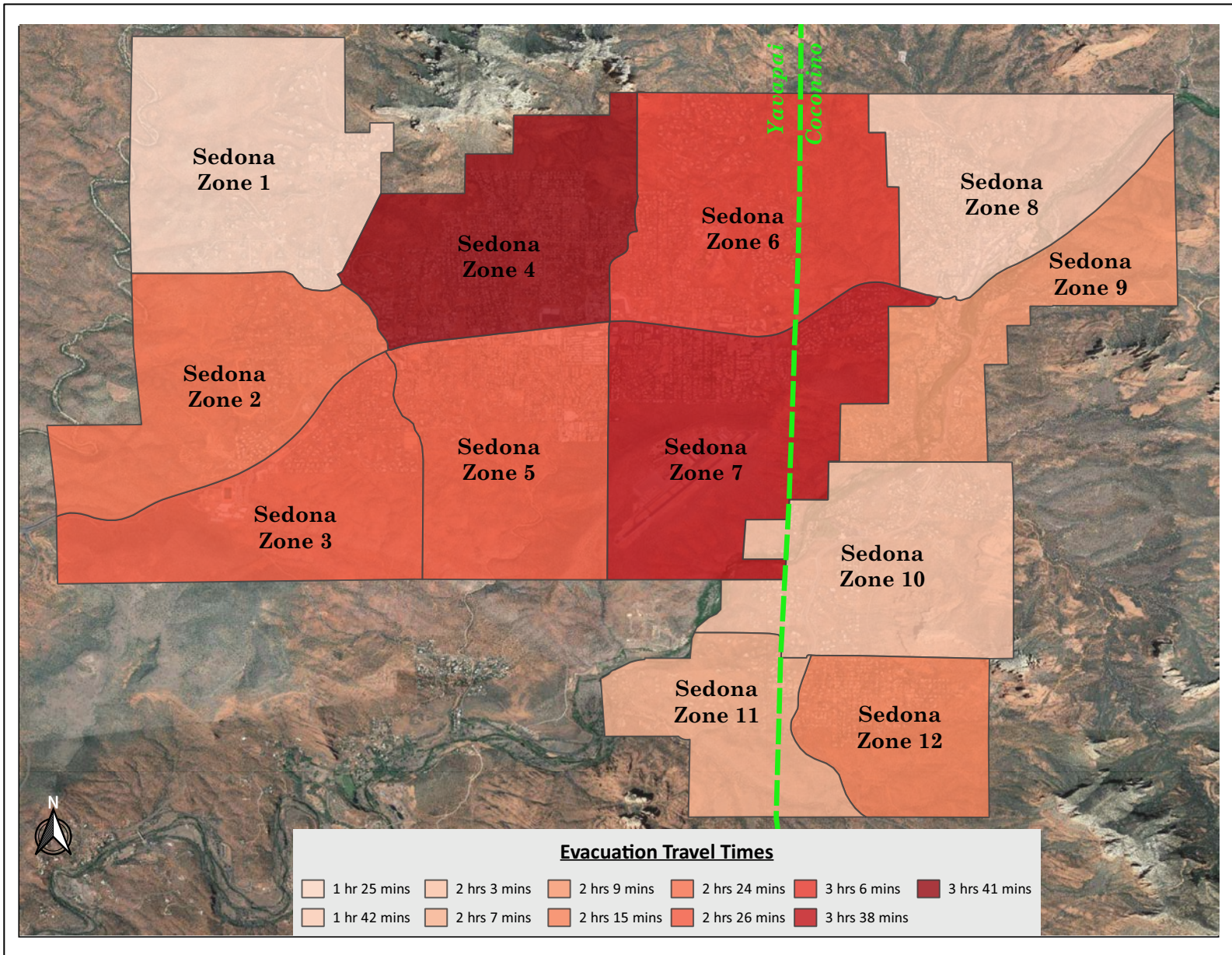
The following maps represent the evacuation travel time estimates for three of the many possible all-hazards scenarios utilizing data collected as part of the study. This travel time estimate data informs city decision-making during incidents as it relates to planning evacuation orders.



These three scenarios and accompanying time data provide the public with a general understanding of evacuation travel time estimates. It is not possible to calculate actual travel time estimates because of wide variance in the potential threats and hazards the city may face. Travel time is incident-driven and cannot be reliably predicted for every possible scenario nor generated in real time.

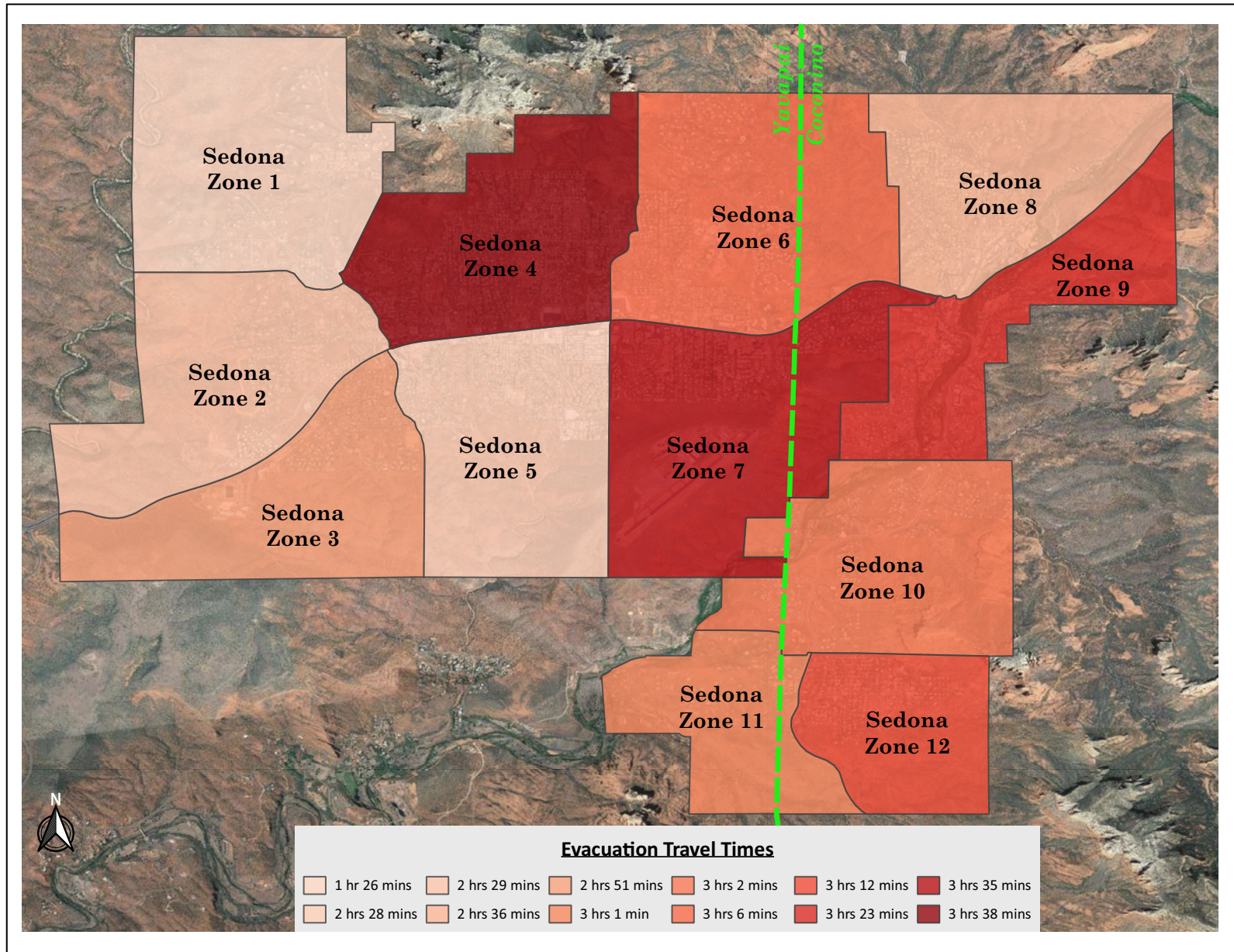
*Each of the three maps that follow display variations in travel time estimates per zone based on the following scenarios.*

**Scenario 1** – All zones begin evacuation to the primary exits (SR 89A and SR 179) at the same time.



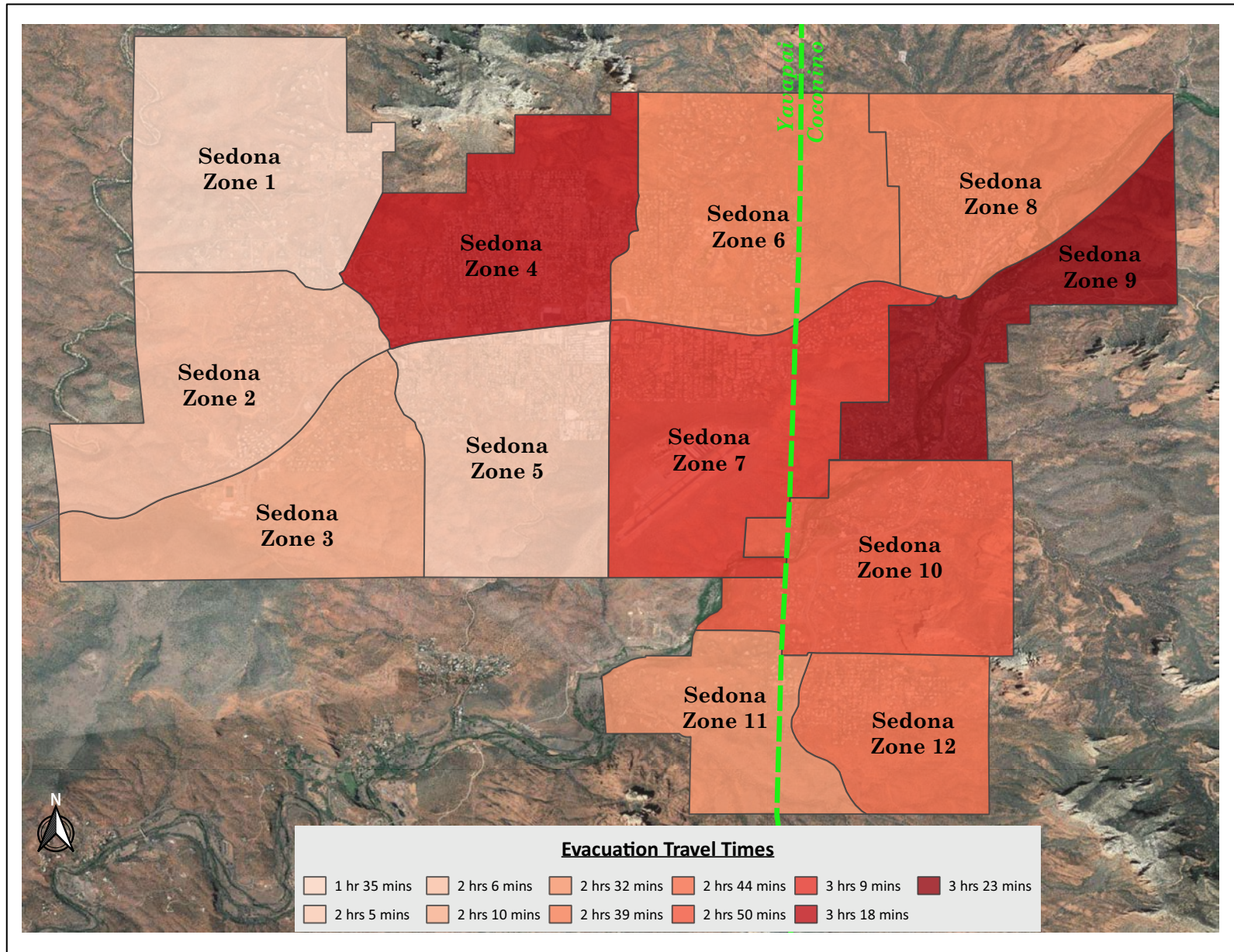


**Scenario 2** – SR 89A northbound is closed; all zones begin evacuation at the same time (only exits - SR 89A southbound and SR 179).





**Scenario 3** – SR 89A northbound is closed; staggered evacuating is used with the Uptown Sedona area evacuated first.





## PLANNING ASSUMPTIONS

The development of the Sedona Evacuation and Re-Entry Plan considered the following planning assumptions. In addition, the planning assumptions outlined in the city EOP are considered foundational for all emergency planning for the city.

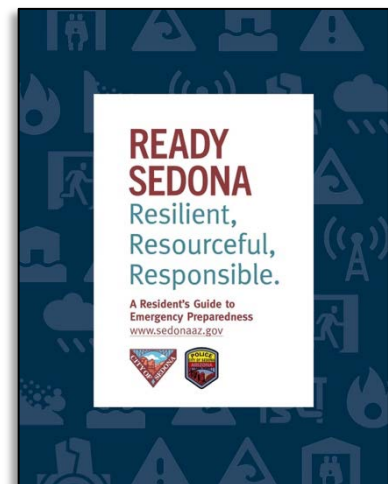
- Incidents begin locally and end locally and are typically owned and managed by the jurisdiction in which the incident originates.
- Incidents may involve multiple hazards or threats that may impact multiple jurisdictions.
- The **Whole Community** is considered in all operations.
- Response priorities are life safety, incident stabilization, and property and environment conservation in that order.
- The recovery process begins during response.
- An incident may occur with little or no warning and may escalate rapidly, overwhelming the capability of local response organizations or jurisdictions.
- The City of Sedona will support incident response within its capabilities under the **One City Concept for Emergency Response** and will ask for assistance from its neighboring jurisdictions and Coconino County and/or Yavapai County, who may ask for assistance from the State of Arizona when needed.
- County, state, and federal resources are available to support the City of Sedona when its ability to respond is overwhelmed or beyond its capability.
- Incident logistical, financial, and organizational records will be tracked according to the guidance established in the city EOP.
- The city will establish Mutual Aid Agreements (MAAs) to support evacuation and re-entry operations and will activate those agreements when needed.
- The city response organizations will integrate into any incident management team (IMT) or unified command, promoting cooperation, coordination, communication, and integration of response efforts. The City of Sedona Emergency Management Team (EMT) will provide multiagency coordination, as well as a liaison to the IMT.

### WHOLE COMMUNITY

Engagement of the full capacity of the private and non-profit sectors, including businesses, faith-based and access and functional needs organizations, and the general public, in conjunction with local, state, tribal, territorial, and federal governmental partners.



- City departments and partner agencies maintain their own specific operational procedures in support of the roles and responsibilities outlined in this plan.
- Ground truth traffic study data from the Sedona Emergency Evacuation Planning Traffic Study Report informs the development of this plan.
- Complexities of crowds and unpredictable human behavior cannot be modeled. Human behavior in evacuation applies to all things, regardless of the means of transportation (vehicle, foot, bicycle, etc.). Data informs planning, but cannot be solely relied upon to determine outcomes.
- All possible incident scenarios cannot be represented. The city plans, trains, and exercises using an **all-hazards** approach that focuses on building and sustaining capabilities in support of evacuation and re-entry operations.
- “Best route” evacuation maps are informed by the traffic study data analysis. The routes identified on these maps may not always be available during emergencies based on any particular threat or hazard. *The Whole Community in Sedona should always refer to alerts from City of Sedona officials for incident-specific information and guidance.*
- The primary means of evacuation for most individuals will be personal vehicles. Individuals who rely on other means of transportation (carpool, vanpool, public transportation, etc.) may require assistance in evacuating.
- Individuals with access and functional needs or people with disabilities may require evacuation assistance and/or transportation coordination.
- Spontaneous evacuation will occur.
- Some individuals will resist an order to evacuate.
- There is a potential that public transportation and roadways could be disrupted or damaged. This will demand maximum flexibility in responses.
- It may be difficult to locate and inform seasonal and homeless populations, and to estimate the scope of the transportation requirements.
- Personal responsibility and ownership of individual/family emergency preparedness is a necessary factor in the overall level of community preparedness. City-specific emergency preparedness guidance can be found in the Ready Sedona: A Resident’s Guide to Emergency Preparedness document located at [www.sedonaaz.gov/your-government/departments/police/emergency-management](http://www.sedonaaz.gov/your-government/departments/police/emergency-management).



## Organization and Assignment of Responsibilities

This section identifies the specific roles and responsibilities of key officials and organizations in support of evacuation and re-entry operations for all hazards within the City of Sedona. These roles and responsibilities as outlined below also align with and build upon the Organization and Assignment of Responsibilities identified in the city EOP. In building upon the EOP, the Sedona Evacuation and Re-Entry Plan further details evacuation-specific role and responsibility details.

### ORGANIZATION

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The City of Sedona’s emergency management program, including activation of the Evacuation and Re-Entry Plan, the Emergency Operations Plan (EOP), and Emergency Operations Center (EOC), operates under the executive authority of the Sedona Emergency Management Team (EMT).

The Sedona EMT also coordinates with the Policy Group (PG), which is an executive body consisting of city political officials responsible for oversight and management of city operations. The PG is comprised of the City of Sedona’s Council and Manager. The PG is responsible for setting strategic objectives for the City of Sedona EOC, providing authorization for use of equipment and human resources, and coordinating financial support through the City Council. The PG is informed by the Police Chief, the Sedona EMT, and other department heads as necessitated by the nature of an incident.

Evacuation and re-entry operations in the City of Sedona will typically be coordinated via a unified command structure following NIMS/ICS principles. This will include the Sedona Police Chief, Sedona Fire District Chief, IMT officials, and applicable representation from the county in which the hazard exists. This may also include additional subject-matter experts from the city, county, or state, based on the type of incident.

#### UNIFIED COMMAND

In ICS, unified command is a unified team effort which allows all agencies with jurisdictional responsibility for the incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating authority, responsibility, or accountability.

### ROLES AND RESPONSIBILITIES

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#### City of Sedona Emergency Management Team (EMT)

The City of Sedona’s Emergency Management Team (EMT) is tasked with the primary responsibility from the Mayor and City Council to coordinate response and recovery functions for Sedona. The EMT consists of the Deputy City Manager, Police Chief, and Emergency Coordinator. The EMT is responsible for implementation of all emergency management functions for the city, including updating and maintaining the City of Sedona EOP and the Evacuation and Re-Entry



Plan in coordination with those departments, agencies, organizations, and other partner organizations within the City of Sedona that have been assigned emergency duties or responsibilities. The Sedona EMT is also responsible for management of the city EOC and associated functions in support of response to and recovery from emergencies and disasters. The City of Sedona EMT is responsible for support and coordination of evacuation and re-entry operations that reach a level requiring additional resources or coordination beyond first response agencies.

### **City of Sedona Police Department**

The Sedona Police Department is the principal entity responsible for public safety within the City of Sedona and has the statutory authority for planning, initiating, and implementing all evacuations in the city. The Police Chief and delegates are responsible for directing municipal law enforcement resources during evacuation and re-entry operations for areas within the city limits. The Police Chief coordinates decision-making and orders via any applicable unified command structure, including IMTs, Sedona Fire District, Coconino County Sheriff's Office (CCSO), Yavapai County Sheriff's Office (YCSO), Arizona Department of Public Safety (AZ DPS), and/or any other local, county, or state agency with subject-matter expertise or responsibilities related to a particular hazard.



### **City of Sedona Public Works**

The Sedona Public Works Department supports evacuation operations with personnel, equipment, and subject-matter expertise related to the roads and other infrastructure in the city. They are an essential operational element of evacuation and re-entry operations and coordinate closely with the unified command.

### **City of Sedona Departments**

Each City of Sedona department is responsible for emergency functions outlined in the City of Sedona EOP, the Evacuation and Re-Entry Plan, and procedures and will maintain a response strategy and procedures consistent with the principles and premises that are supported in the EOP.

The City of Sedona Council directs that all city departments adopt the **One City Concept for Emergency Response**. All city departments may be tasked with supporting evacuation and re-entry operations.

#### **ONE CITY CONCEPT FOR EMERGENCY RESPONSE**

The City of Sedona will support response to emergencies when the people of the City of Sedona, their homes, businesses, our infrastructure, or environment is threatened by a hazard. Being one city, any department will respond when requested.

## Sedona Fire District

The Sedona Fire District is responsible for firefighting operations within the district boundaries, which includes the entire City of Sedona. The Sedona Fire District Chief and delegates coordinate with the Police Chief and other city officials, IMTs, and unified command officials for evacuation and re-entry operation and decision-making. The Sedona Fire District may support evacuation and re-entry operations within the City of Sedona, in coordination with the Police Department, for all hazards. The Fire District coordinates with the applicable county sheriff's offices for evacuation and re-entry operations outside of city limits, but within the district's jurisdiction. For operations impacting nearby National Forest land, the fire district may coordinate with the United States Forest Service (USFS).



## Incident Management Teams

An incident management team (IMT) is an incident command organization made up of Command and General Staff members and other appropriate personnel in an ICS organization and can be deployed or activated, as needed. IMTs are often formed at an incident or for specific events. IMTs start at the local level and increase in levels as the incident increases in scope and size. A Type 3 IMT often manages a smaller incident, while a Type 1 manages a larger incident.

An IMT will be assigned to manage the incident through a delegation of authority by the jurisdiction in which the incident originated. In the case of wildland fire, national or regional teams



may receive delegation of authority from the USFS, Arizona Department of Forestry and Fire Management (AZ DFFM), or whoever owns the land in which the wildland fire originated. Coordination between the EOC and IMT is maintained by the City of Sedona EMT at the EOC. This coordination is essential to keeping the EOC informed and providing additional resources and support to the IMT.

## Coconino County

Coconino County entities, including Coconino County Emergency Management (CCEM) and the Coconino County Sheriff's Office (CCSO), support the City of Sedona with evacuation and re-entry operations, when requested. CCSO provides law enforcement support to the Sedona Police Department, as requested, and coordinates with the Police Chief for evacuation and re-entry operations in the areas of Sedona which are in Coconino County, as well as surrounding areas outside of city limits that are in county jurisdiction.



CCEM provides overall incident support and coordination to the city, when requested. CCEM also administers the county emergency notification system, and coordinates county evacuation and re-entry orders with CCSO. CCEM also supports City of Sedona requests for resources, county emergency declarations, state emergency declaration requests, and other emergency management related needs for incidents that require elevated resources and/or coordination.



Other Coconino County departments may support city operations in coordination with CCEM and according to the roles and responsibilities outlined in the Coconino County Emergency Operations Plan.

## **Yavapai County**

Yavapai County entities, including the Yavapai County Office of Emergency Management (YCOEM) and the Yavapai County Sheriff's Office (YCSO), support the City of Sedona with evacuation and re-entry operations, when requested. YCSO provides law enforcement support to the Sedona Police Department, as requested, and coordinates with the Police Chief for evacuation and re-entry operations in the areas of Sedona which are in Yavapai County, as well as surrounding areas outside of city limits that are in county jurisdiction. YCSO also administers the county emergency notification system, to include county evacuation and re-entry orders.



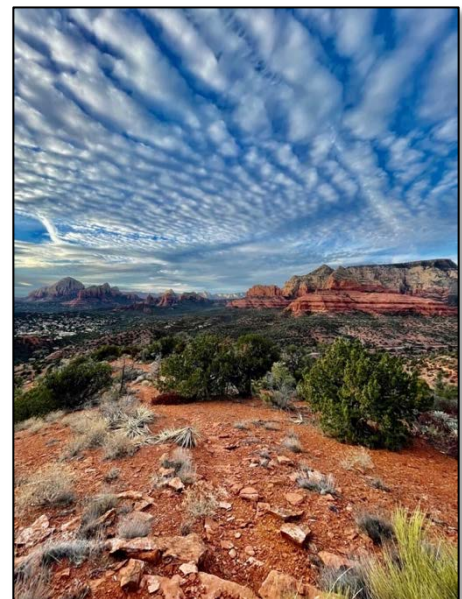
YCOEM provides overall incident support and coordination to the city, when requested. YCOEM also supports City of Sedona requests for resources, county emergency declarations, state emergency declaration requests, and other emergency management related needs for incidents that require elevated resources and/or coordination.

Other Yavapai County departments may support city operations in coordination with YCOEM and according to the roles and responsibilities outlined in the Yavapai County Emergency Operations Plan.

## **Nongovernmental Organizations**

The City of Sedona maintains partnerships with various nongovernmental organizations (NGOs) and voluntary organizations that provide critical support during all-hazards incidents. In addition to local relationships with NGOs, the city may, through CCEM and YCOEM respectively, leverage relationships via the Coconino County Voluntary Organizations Active in Disaster (CC VOAD) and/or the Yavapai County Community Organizations Active in Disaster (YC COAD).

Member organizations of CC VOAD and YC COAD that are most likely to provide support during evacuations and re-entry operations include, but are not limited to, American Red Cross, The Salvation Army, United Way of Yavapai County, United Way of Northern Arizona, Animal Disaster Services, Large Animal Shelters and Emergency Readiness (LASER), and other voluntary, faith-based, and NGOs. These partners provide support for a variety of mass care related functions such as human sheltering, animal sheltering, food and water, emergency supplies, and other human services needed during and after emergencies.



## Private Sector

The City of Sedona maintains private-public partnerships with private sector organizations that may provide assistance and/or be impacted by emergency evacuation operations. These may include for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, and Critical Infrastructure/Key Resource (CI/KR) organizations. CI/KR are organizations, facilities, and structures that provide essential services to a community. Significant damage to or destruction of one or more of these facilities would seriously impact the ability to respond and recover from a disaster. These include, but are not limited to, hospitals, fire and police departments, government offices, power stations, and water/wastewater facilities. Different CI/KR are at a higher risk for specific hazards as a result of their location in the City of Sedona. The City of Sedona EMT considers and incorporates CI/KR within the city in all applicable planning and response efforts.



## State Government Support

Various state agencies may play a supporting role in City of Sedona evacuation and re-entry operations, when requested. The Arizona Department of Transportation (ADOT) and the Arizona Department of Public Safety (AZ DPS) provide support related to state highways. ADOT and AZ DPS will coordinate with the Sedona Police Department, CCSO, and YCSO as applicable to support evacuation operations, traffic control, and other law enforcement support for the major state routes in and around Sedona that may be impacted, including SR 89A, SR 179, and I 17.

The Arizona Department of Emergency and Military Affairs, Emergency Management Division (AZ DEMA-EM) may also have a support role via CCEM and/or YCOEM for incidents requiring elevated resources and coordination. This may include coordination of statewide mutual aid and Arizona Mutual Aid Compact (AZMAC) partners, NGOs through the Arizona Voluntary Organizations Active in Disaster (AZ VOAD), and other response entities. The state supports emergencies which overwhelm local capabilities at the request of county or tribal emergency managers.

## Federal Government Support

Pursuant to Homeland Security Presidential Directive 5 (HSPD 5) and delineated in the NRF, the Secretary of Homeland Security, is responsible for coordinating federal operations to prepare for, respond to, mitigate against, and recover from major disasters, terrorist attacks, and other emergencies. This role includes coordinating all federal resources utilized in response or recovery operations related to a Presidential declared emergency or disaster where federal support is requested by the state.

## Concept of Operations

The City of Sedona Evacuation and Re-Entry Plan builds upon the concept of operations and **roles and responsibilities** established in the city EOP to detail operational guidance for the movement of people and cars with the overall goal of life safety. As such, this plan is developed in alignment with the Coconino County and Yavapai County EOPs, the Arizona State Emergency Response and Recovery Plan (SERRP), and the National Response Framework (NRF).

The City of Sedona adopts the National Incident Management System (NIMS) and Incident Command System (ICS) as the foundational **all-hazards** structure to mobilize and demobilize response resources relative to the incident type, complexity, and duration. This system provides a nationwide template that enables local, state, tribal, and federal governments, NGOs, and the private sector to work together efficiently and effectively to prepare for, respond to, and recover from all incidents. It consists of concepts, principles, organizational processes, and common terminology to enable effective and collaborative incident management.

The Sedona Evacuation and Re-Entry Plan will be implemented when emergency conditions exist within the city's jurisdiction requiring evacuation and re-entry operations. The City of Sedona EMT, in collaboration with IMTs and city officials, will activate and implement parts or the entirety of this plan, as necessitated by the incident. In addition, the Sedona EMT may partially or fully activate and staff the City of Sedona Emergency Operation Center (EOC) according to the policy established in the EOP. The city EOP and the Evacuation and Re-Entry Plan are directly dependent guidance documents to be activated to provide direction to city officials and partners in response activities.

### EMERGENCY OPERATIONS CENTER

The physical location where the coordination of information and resources to support incident management (on-scene operations) activities take place.

The city EOP establishes the concept of operations for all emergency response actions, including evacuation and re-entry. Initial response activities are coordinated at the jurisdiction level appropriate for the response, for example: incidents involving the National Forest will be addressed to the USFS, except when Intergovernmental Agreements (IGA) or Memorandums of Understanding (MOU) identify specific action. Furthermore, fire districts/departments and law enforcement organizations will respond within their jurisdiction capabilities.

If an incident reaches or begins to exceed the abilities and capabilities of city response, along with current mutual aid, CCEM and/or YCOEM will assist in coordinating additional resources. Furthermore, CCEM and/or YCOEM will be provided with the situational status of the incident, and as needed, will activate the county EOCs to the appropriate level.

Because all incidents begin and end locally, responsibility for response to an incident rests with the City of Sedona. Sedona's efforts will be augmented by inter-jurisdictional cooperation according to existing mutual aid agreements, and, when requested, Coconino and/or Yavapai County, and then the state as described in the AZ SERRP. The City of Sedona will coordinate with local, county, state, and federal agencies which have emergency responsibilities to ensure operational integration.



## EVACUATION AUTHORITY

The Sedona Chief of Police is the primary law enforcement official responsible for evacuations and re-entry decisions for the City of Sedona. The Coconino County Sheriff and Yavapai County Sheriff are responsible for evacuation and re-entry decisions in unincorporated areas of their respective counties, as well as in support of local law enforcement, when requested.

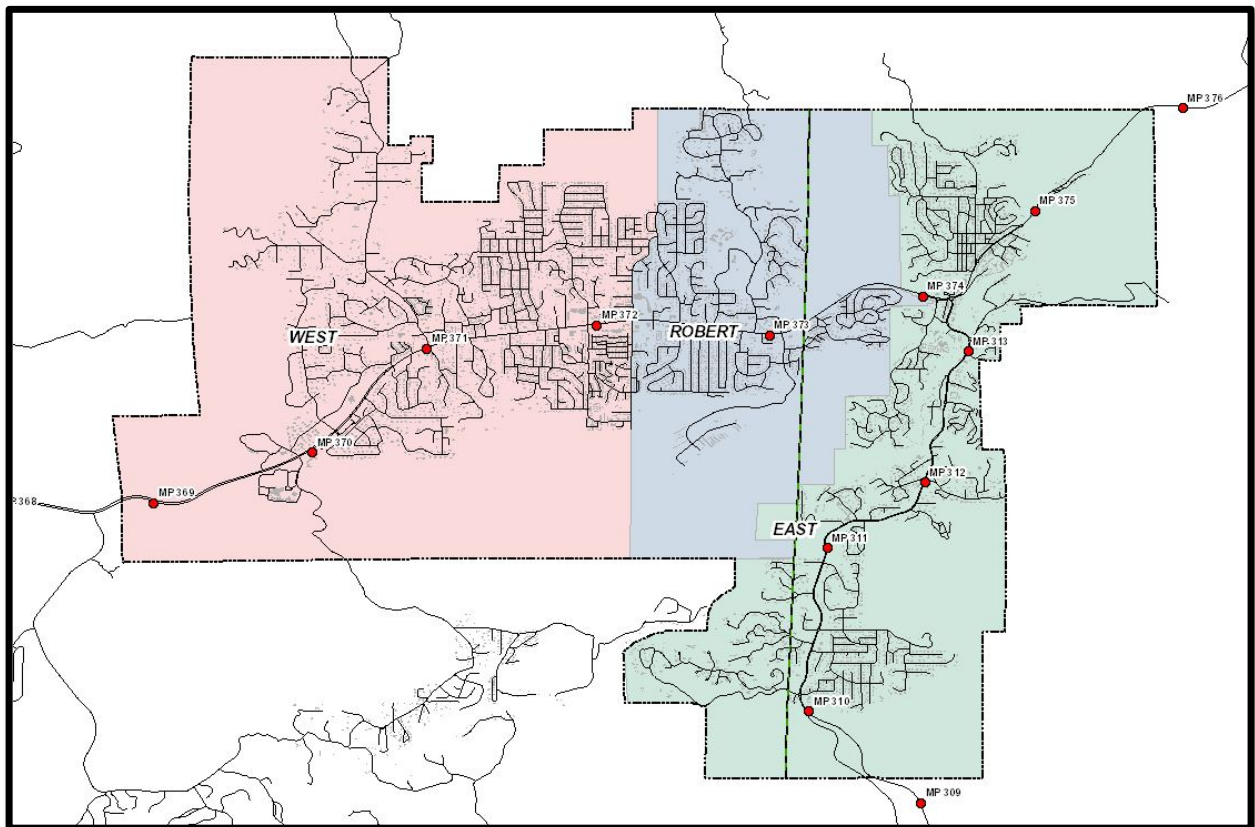
The Sedona Police Chief coordinates with city, county, state, and federal officials to coordinate evacuation and re-entry decision-making, as necessitated by an incident. For incidents in which a unified command structure is established to coordinate incident decision-making and activities, evacuation and re-entry order decisions are made by the collaboration of officials making up Unified Command.

## EVACUATION AREAS

The City of Sedona and partner organizations utilize pre-determined geographical areas to manage and coordinate evacuation and re-entry operations.

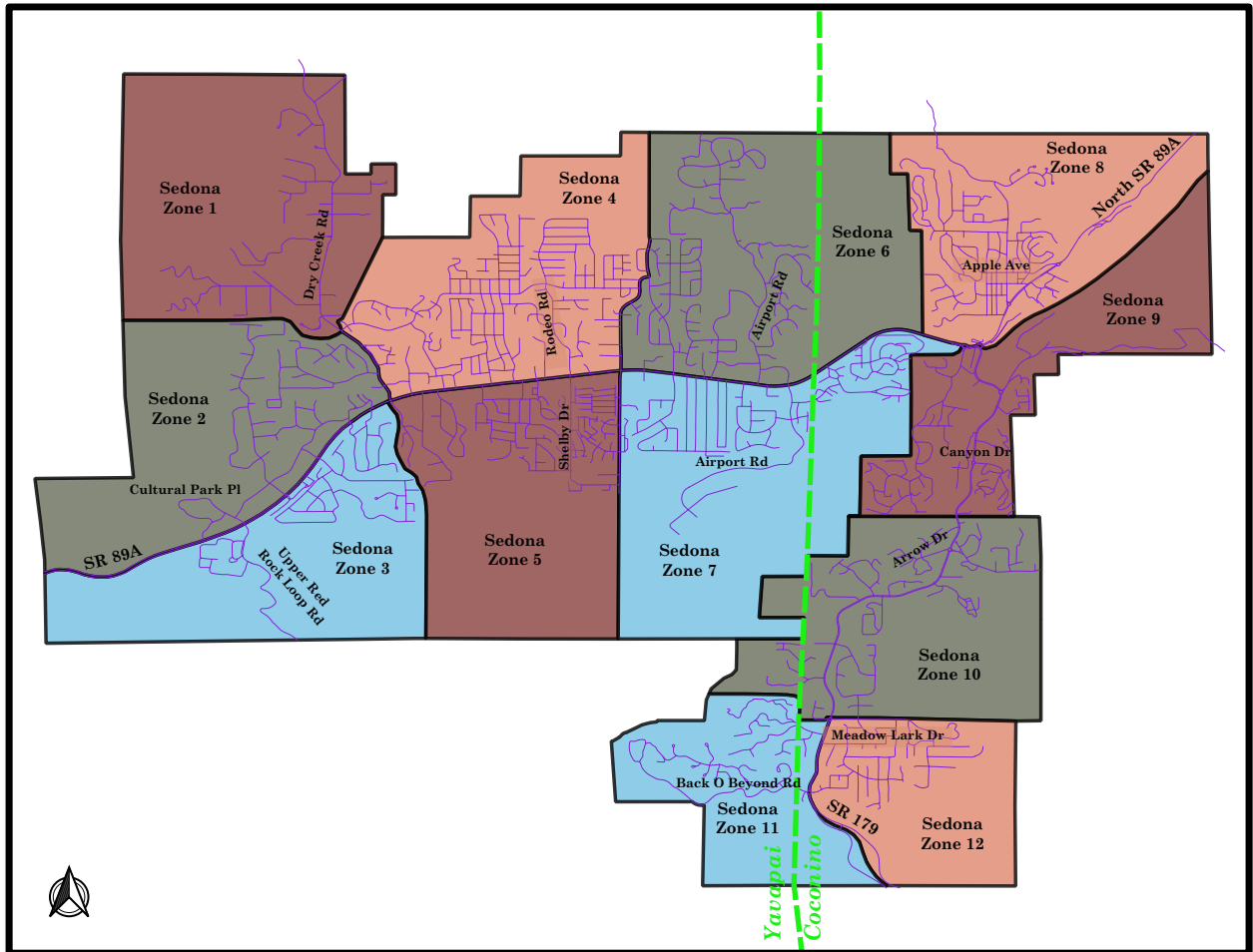
### Beats

The City of Sedona Police Department utilizes three beats (West, Robert, and East) as the basis for department organization and operations. The following map depicts the division of the city into these three beats.



## Zones

As part of the development of the Sedona Evacuation and Re-Entry Plan, city officials identified 12 community zones, organized along the Police Department beat boundaries. These 12 evacuations zones are the basis for the traffic study, development of “best route” evacuation maps, and operationalization of the roles and responsibilities outlined in this plan. The following map depicts the 12 city evacuation zones.



The Whole Community in Sedona is highly encouraged to become familiar with these zones (“best route” evacuation zone maps included in Annex A of this plan).

## Sectors

The City of Sedona, in coordination with response partners, also maintains evacuation sectors. The evacuation sectors are a further level of defined geographic areas within the city and surrounding areas which are utilized to execute evacuation and re-entry operations. The evacuation sectors are tactical level details considered FOUO due to the law enforcement sensitive/public safety nature of the information.

## PUBLIC INFORMATION AND WARNING

### Public Information

The City of Sedona has access to a variety of warning and information systems which provide information for the various segments of the population and will utilize appropriate assets to notify the public in an emergency situation. A variety of methods will be used to ensure widest dissemination possible to all populations in Sedona.

**All public information, alerts, and warnings will be aligned with the 12 city evacuation zones.**

#### JOINT INFORMATION CENTER

A facility in which personnel coordinate incident-related public information activities. The JIC serves as the central point of contact for all news media. Public information officials from all participating agencies co-locate at, or virtually coordinate through, the JIC.

The city Public Information Officer (PIO), in coordination with the Joint Information Center (JIC), if activated, will coordinate the public information process for evacuation from and re-entry to disaster affected areas. The PIO will issue news releases to local, county, state, and national media outlets to inform the public of evacuation status and re-entry policy. Social media and other methods of communication may be used to communicate critical evacuation and re-entry information. These efforts will be coordinated according to the roles and responsibilities outlined in the city EOP for the EOC and JIC positions.

### Alert and Warning

Each jurisdiction in the State of Arizona maintains an emergency notification system to be used for emergency alert and warning. The City of Sedona, Coconino County, and Yavapai County are jointly responsible for delivering emergency alerts in support of the operations outlined in this plan. These systems require the citizens to exercise personal responsibility and opt-in to receive the alerts (links are included in the respective jurisdiction subsections below).

All public alert and warning in support of this plan is conducted in alignment with the **Ready, Set, Go Program**, utilized for all-hazards evacuation and re-entry. The City of Sedona, Coconino



County, and Yavapai County have developed pre-identified evacuation zones. These zones DO NOT consist of a change to Ready, Set, Go, but were designed to increase the efficient implementation of Ready, Set, Go notifications.

During incidents requiring evacuation and re-entry orders, the city, and counties where applicable, will notify the public via these emergency notification systems. The Sedona Police Chief will coordinate with applicable county partners based on the incident to ensure coordinated messaging.

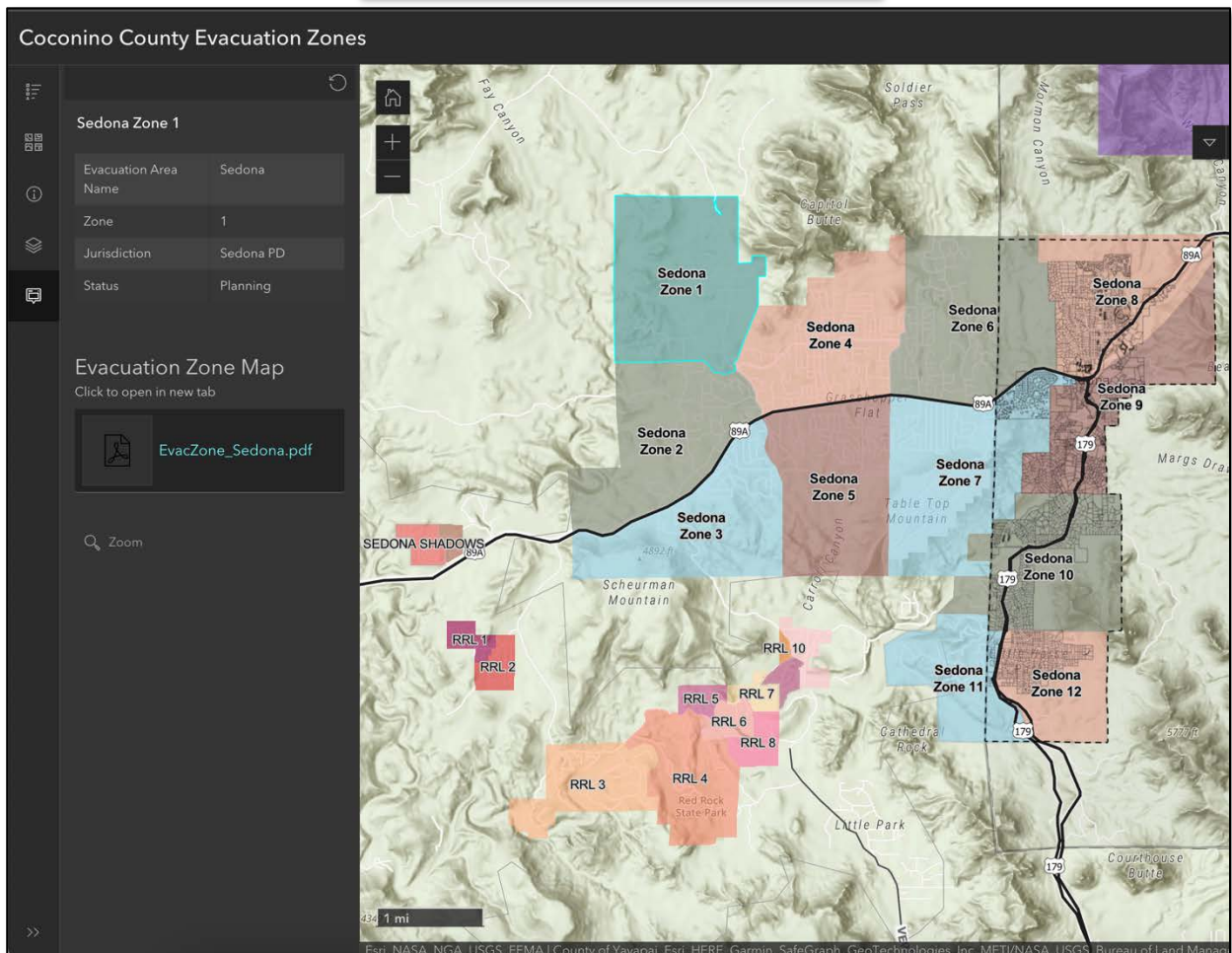
Should an incident require more expansive alert and warning, the city, through county partnerships, can also utilize FEMA's national Integrated Public Alert and Warning System (IPAWS) in conjunction with the local emergency notification systems for alerting the public

through mobile phones using Wireless Emergency Alerts, radio, and television via the Emergency Alert System, and on the National Oceanic and Atmospheric Administration's Weather Radios.

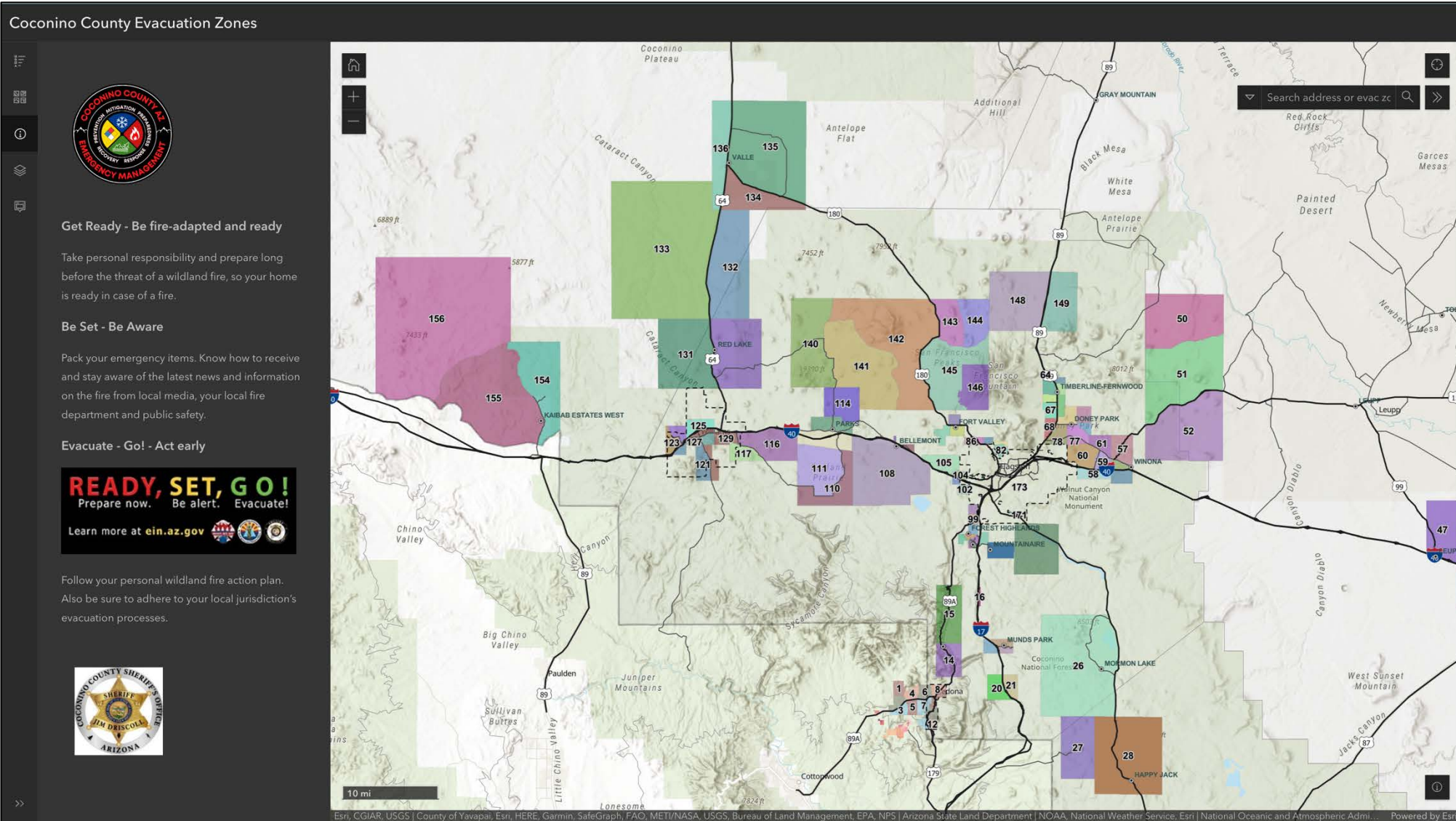
Because the City of Sedona is incorporated in both Coconino and Yavapai Counties, it is necessary that citizens of Sedona exercise personal responsibility to not only sign up for the city emergency notification system, but also the county system where they reside and/or work. These systems for each of the jurisdictions are detailed below.

### Coconino County Evacuation Zones Map

CCEM and CCSO maintain the Coconino County Evacuation Zones map viewer at [coconino.az.gov/evacmap](http://coconino.az.gov/evacmap). This is an operational tool that supports all-hazards evacuation and re-entry orders and alerts based on pre-identified zones throughout the county and utilizing Ready, Set, Go. The 12 City of Sedona zones are included in this product. The public may utilize this map to search addresses in order to identify the zone they are in, as well as download the Sedona “best route” evacuation map pages (also in Annex A of this plan).







### City of Sedona

The City of Sedona Police Department maintains the Nixle public safety alerts for emergency alert and warning within the city. This system is used to disseminate public safety and emergency alerts via email and text message to individuals that opt-in to the system. The city uses Nixle for evacuation and re-entry order alerts in alignment with the Ready, Set, Go Program.

Citizens can register for the City of Sedona Nixle alerts at [www.sedonaaz.gov/alerts](http://www.sedonaaz.gov/alerts).



### Coconino County

The Coconino County Emergency Management (CCEM) department maintains and administers the Coconino County Emergency Notification System (ENS) for public alert and warning messages. This system is used to disseminate emergency messages to those individuals within the county who opt-in to the system using their mobile phone, landline, and/or email address. CCEM utilizes the ENS for all-hazards emergency messages, including evacuation and re-entry order alerts in coordination with the Coconino County Sheriff’s Office (CCSO) and/or municipal law enforcement and in alignment with the Ready, Set, Go program.

Citizens can register for the Coconino County ENS at [www.coconino.az.gov/ready](http://www.coconino.az.gov/ready).



### Yavapai County

The Yavapai County Sheriff’s Office (YCSO) maintains and administers AlertYAVAPAI as the county’s emergency mass notification system. Messages are sent to those that opt-in via cell phone, SMS, home phone, e-mail, fax, pager and more to ensure real-time access to potentially lifesaving information. Yavapai County utilizes AlertYAVAPAI for all-hazards emergency messages, including evacuation and re-entry order alerts in coordination with the Yavapai County Office of Emergency Management (YCOEM) and/or municipal law enforcement and in alignment with the Ready, Set, Go program.

Citizens can register for the Yavapai County AlertYAVAPAI at [www.ycsoaz.gov/ens](http://www.ycsoaz.gov/ens).



## EVACUATION PHASE

The following sections outline guidance for city officials to consider on a variety of operational functions that may be necessary during evacuation and re-entry operations. Consideration of these factors in operational planning and implementation ensures the most effective and efficient movement of people and cars for the overall goal of life safety of the citizens and visitors in the City of Sedona.

Citizen evacuation is a careful and considered process by law enforcement. Decision-making and operations specific for evacuation of citizens in the city lies solely within the policies and procedures of the Sedona Police Department. Law enforcement will make every effort to ensure effective



and appropriate evacuations with the best situation information available at the time. Law enforcement makes every consideration to identify the appropriate area(s) for Set or Go status orders according to Incident or Unified Command.

The evacuation phase is often more acute than the re-entry phase, which includes long-term considerations as addressed in the Re-Entry Phase section of this plan.

### **Alert and Warning Considerations**

The following outlines considerations for utilizing the emergency notification systems for evacuation alerts:

- Incident Command/Unified Command will be vigilant to ensure single, consistent message across all three notifications systems used in the Sedona area.
- Timeliness and accuracy of messages.
- Coordinate with GIS for mapping links in messages and updates to other GIS mapping products to reflect Set and/or Go status.
  - Selection of proper pre-identified zones to be placed into Set and/or Go.
  - Maintain capability for free-hand polygon application within emergency notification system mapping.
- The following information may be helpful to include in messaging for affected residents and workers:
  - Authority issuing the order.
  - Nature of the hazard.
  - Evacuation zones and/or routes.
  - Information about risks of sheltering-in-place (as needed).
  - Information about human shelter locations (as needed).
  - Information about care of pets and domestic animals (as needed).
  - Where to find more information – authority, web address, etc.
- Selection of proper modes of communication (text, email, voice, social media, TV, radio).
  - Activation of IPAWS when necessary.
- Consider repetitive authentication prior to message delivery.
  - *Mistakes in alert and warning can be catastrophic and often difficult to retract or correct.*
- Always use training mode for planning and exercise of emergency notification systems.
- House-to-house alerting, surveys, and tracking may be conducted by law enforcement.
- Staggering the orders for each zone to begin evacuation leads to a more efficient overall citywide evacuation time. Consideration should be given to developing a plan for prioritizing which zones begin evacuation first, e.g., Uptown, zones closest to the hazard.



## Traffic Control Considerations

Actual evacuation movement will be directed by the Sedona Police Department. City and county volunteers, city staff, and other county and state law enforcement partners could be employed to assist.

- *An important consideration in traffic control is unpredictable human behavior.*
- Law enforcement will choose the best method for routing people and cars during an evacuation. This could include contraflow traffic, total road closures, or other drastic measures to effectively move traffic out of the threatened area.
- Availability of city personnel to staff multiple traffic control points and/or the travel time for additional external partner personnel should be considered when planning for evacuation traffic control.
- An incident may require extended operational periods for traffic control points from the origination of evacuation through completion of re-entry.
- Law enforcement will develop a plan to maintain access points and establish policies for permitting traffic in and out of evacuated areas for official business.
- The roundabouts along the primary routes create significant chokepoints that increase the evacuation time. Law enforcement traffic control personnel should be utilized at roundabouts to help relieve these chokepoints and decrease evacuation time.
- Plans must be flexible to allow for additional evacuations of people who initially refused, if they may be evacuated safely.
- Emergency personnel will not be engage in evacuation attempts of persons refusing to evacuate if the risk is deemed unreasonable.
- Law enforcement will ensure security of evacuated areas and assure the public that law enforcement patrols are routinely monitoring the evacuated areas to discourage theft and/or looting.
- For large-scale evacuations when time permits, traffic control devices, such as signs and barricades, may be provided by the Public Works Department upon request.
- Law enforcement will request wrecker services when needed to clear disabled vehicles from evacuation routes.
- Deployment of portable electronic sign trailers to guide evacuation traffic.





## Transportation Considerations

The primary means of evacuation for most individuals will be personal automobiles. Many people who do not own or have access to vehicles may need assistance in evacuating. Provisions may be made to furnish public transportation during an emergency evacuation.

- It is anticipated that a majority of individuals with access and functional needs will need evacuation assistance and transportation. Many access and functional needs care facilities will not have the resources to evacuate and will need assistance from the city or partner organizations.
- Public schools maintain transportation resources; private schools and day care centers may also have limited transportation assets.
- Most other special facilities rely on commercial or contract transportation companies for their specialized transportation needs. Many of these providers cannot provide sufficient equipment to evacuate a sizeable facility on short notice.
  - The city or partner organizations may be requested to assist in providing transport.
- Emergency transportation may be provided by school buses, private transportation companies, ambulances, and other vehicles.
- In the case of large-scale evacuations with advance warning, pickup points may be designated or a call center established to receive and process requests for transportation.
- Public information messages emphasizing the need for citizens to help their neighbors who lack transportation or need assistance can significantly reduce requirements for public transportation during an evacuation.
- The Sedona EOC may support identification of transportation resources (e.g., public transit, school buses, etc.) likely to be needed for evacuation operations, and provides available information to the City of Sedona Police Department.
  - The EOC and JIC may jointly develop information for evacuees' use on the availability and location of shelter/mass care facilities.



## Shelter-in-Place Considerations

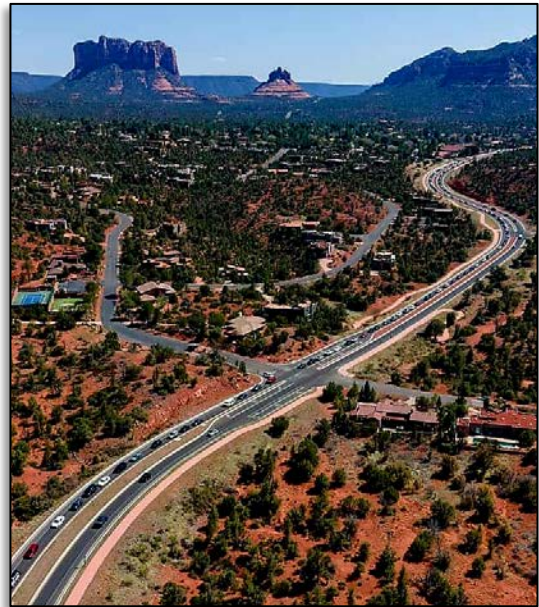
There may be circumstances which arise during emergencies that impair or prohibit an effective evacuation of citizens from affected areas. Shelter-in-place is an effective protection strategy for many types of disasters, such as the release of chemical, biological, radiological, nuclear, or explosive (CBRNE) material.

- *A shelter-in-place order may evolve into an evacuation order depending on the progression of a particular threat or hazard.*

- In such cases, citizens may be directed to remain indoors wherever they are and seek to protect themselves from dangerous materials.
- The Sedona Police Department will coordinate with response officials to determine when sheltering in place is appropriate and will direct the dissemination of the order via emergency notification systems.
- The order and any specific actions to be taken by citizens may also be disseminated through the JIC, if activated.

### **Access and Functional Needs Considerations**

Populations in the City of Sedona with access and functional needs may require additional assistance during evacuation and re-entry operations. Individuals with access and functional needs may include, but are not limited to, individuals with disabilities; older adults; individuals who are blind, deaf, hard of hearing, have speech and language disabilities, mental health conditions, learning, intellectual, and developmental disabilities, and chemical sensitivities; unaccompanied minors; individuals with limited English proficiency (LEP); limited access to transportation; and/or limited access to financial resources to prepare for, respond to, and recover from an emergency.

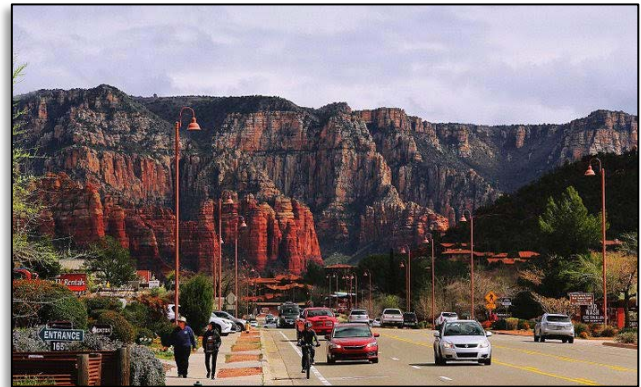


- During evacuation and re-entry operations, considerations for access and functional needs will be incorporated into planning and implementation.
- The city and partners will comply with all applicable regulations, such as the Americans with Disabilities Act (ADA), during emergencies.
- Accessible resources, or accommodations and modifications for accessibility, ensure that evacuation and re-entry operations include those individuals with access and functional needs.
  - This includes provisions for accessible dissemination of information, including evacuation orders, as well as sign language interpreters, alternative forms of communication, language translation, and transportation and facility access, where applicable.
- The city may coordinate with NGOs, including Coconino County VOAD and Yavapai County COAD member organizations through CCEM and YCOEM respectively, for resources and services necessary to support access and functional needs populations during emergency evacuation operations.
- County and state resources are requested through CCEM and/or YCOEM, as applicable.

## Tourist/Non-Resident Considerations

The City of Sedona is one of the most visited destinations in the state, with over three million visitors each year. Tourist and other non-resident populations are a significant factor in evacuation and re-entry planning and operations.

- Tourist and non-resident populations are typically not registered for the city and county emergency notification systems, as these are opt-in systems requiring individuals to actively register.
- The city may utilize other means of public alert and information sharing to reach these populations, such as social media, news media, and in situations of significant emergency, the IPAWS system.
- The city may communicate emergency alert messages to businesses and travel industry partners in the city to facilitate the sharing of this information with those not receiving city and county ENS alerts.
- Businesses may consider taking the responsibility to share emergency evacuation alert messages that they receive with their clientele.
- In many cases, tourist populations evacuate alongside resident evacuees based on geographical area evacuation orders.
- Often times, tourists are a more vulnerable population group as they may be less prepared and more geographically disorientated.
- Tourist populations often rely on public transportation to evacuate.
- To enhance efforts to care for tourist populations, the city may coordinate with hotel, transportation, and other travel related industries in the city.



## Mass Care Considerations

Evacuation and re-entry operations, especially when extended in duration, typically require mass care services for the evacuated populations. The need to provide the community with mass care services may be short or long-term, depending on the duration of an incident and displacement of populations in the city. While the Sedona Evacuation and Re-Entry Plan is not a mass care guide, this plan leverages the City of Sedona EOP concept of operations regarding the protection of citizens, including functions such as evacuation, shelter-in-place, sheltering, initial recovery, and other human needs during emergencies.

- Most common mass care services associated with evacuation include congregate sheltering and, in some hazard environments, non-congregate sheltering.
  - *Costs for human and animal sheltering are typically non-reimbursable costs under state and federal declarations.*

- Interim and long-term housing solutions may be a factor in disasters that cause loss of personal property.
- Many evacuees often use their own resources to find shelter during evacuations, including staying with friends and family while evacuated.
- City partnerships with NGOs, particularly via the Coconino County VOAD and the Yavapai County COAD, are critical to the provision of mass care services during emergencies.
  - The American Red Cross and The Salvation Army will assume lead agency roles in most voluntary efforts associated with mass care, sheltering, and human services during incidents.
  - The Red Cross is the lead organization for human sheltering throughout Arizona.
  - Animal Disaster Services and other organizations lead animal sheltering in coordination with the Red Cross.
  - Large animal sheltering may be coordinated through LASER in coordination with Yavapai County COAD.
- Residents with animals (pets), large animals, and/or livestock are also encouraged to develop emergency evacuation plans considering the transportation and shelter of their animals.
- The Sedona EMT will coordinate with Coconino and/or Yavapai County for the activation of shelters as needed, as well as to request support with other mass care needs such as food, water, health/mental health support, emergency supplies, and other resources or services.

### **Refusal to Evacuate**

Individuals who refuse to comply with an evacuation order will not be arrested nor forcibly removed from their homes. Those who refuse to evacuate will be informed that they should not expect rescue or other lifesaving assistance during the incident.

- If minor juvenile children are present and under the care of those who refuse to evacuate, the children may be taken into protective custody if law enforcement believes the children are in imminent danger of serious bodily injury or death.
- Additionally, and depending on the circumstances, those who refuse to evacuate that are under the influence of alcohol, drugs, or displaying severe behavioral health issues may be taken into protective custody.
- A primary reason people refuse to evacuate may be due to pets not being allowed to transport with their owner, or a lack of provisions for the shelter and care of pets. The city recognizes this need and has procedures and operational relationships in place to ensure the evacuation of pets with people.



## RE-ENTRY PHASE

The re-entry phase incorporates the coordinated movement of evacuees back into an evacuated area once the threat or hazard dissipates and the incident causing the evacuation ends. In instances where residents may not be able to return to their homes for a longer period, this population may be re-located and returned when it is safe. Re-entry typically marks the transition to recovery activities. This phase may follow the re-entry of first responders, if the threat or hazard was significant enough to require first responders to evacuate, or will begin once first responders have stabilized the area to a point where residents can return.

Re-entry is often longer in duration and more complex than the evacuation phase due to the items that must be addressed to ensure it is safe for people to return to an evacuated area. The process for re-entry into the evacuated areas must be coordinated to ensure safety of the public, protection of property, and the continuation of response and recovery activities. The Sedona Police Department will be responsible for notifying residents when it is safe to return to their homes and businesses and for ensuring the return occurs in an orderly and safe fashion.



### Re-Entry Considerations

The decision of when to permit residents to return to the affected area will be made cooperatively between the response authority IMT, the City of Sedona Police Department, and the Coconino and/or Yavapai County Sheriff. The decision to allow re-entry will be based on an overall evaluation of the situation, including the following major factors:

- *Determine if re-entry will be total open access or phased and controlled (recommended).*
- Public demand vs. public safety/security.
- Controlled access to legal residents with proper identification.
- Consider timing for completion of damage assessments coordinated with re-entry.
- Robust and frequent public information regarding re-entry planning, phases, and processes.
  - Re-entry information may be developed by the IMT, unified command, law enforcement, and/or EOC, and disseminated through shelters and checkpoints.
  - Communicating to the public allowable government services vs. private responsibilities (i.e. private contractor to relight pilot lights).
- Following a major event, a survey (ground or aerial) of the impacted areas may be conducted immediately to identify and prioritize the most seriously damaged areas of the locality. This can determine the level of damage to major routes into the area and help to determine the time needed for debris clearance from those routes.

- Public Works team with heavy equipment (wheel loader, backhoe, etc.), and chain saw crews.
- Power crews to identify and remove downed utility lines (electricity, phone, cable, etc.).
- Emergency Medical Service to provide medical support to victims that are located in the affected area.
- Fire District to provide incident evacuation and re-entry support.
- Law enforcement to provide security for crews.
- Essential emergency services agencies that have been moved to a safe haven prior to an evacuation need to return back to their service areas.
- Floodwaters have receded from most of the area.
- Wildfire activity is controlled and no longer a threat to the public.
- Water and sewer services are operating, or reasonable accommodations are in place or available.
- Food is available or made available in the impacted area.
- Utilities, including electricity, water, telephone, propane and natural gas services (relighting pilot lights), are operating or information is available about when they will be available in the affected area or reasonable accommodations are in place or available.
- Existing services can support the people already in the impacted area as well as an additional influx of people.
- Mitigation of existing hazardous conditions, i.e., hazardous material, burned trees, downed lines, damaged roads.



## Plan Development and Maintenance

The City of Sedona Evacuation and Re-Entry Plan is a living document meant to be continuously reviewed and revised in alignment with the city EOP. All involvement with the plan follows the preparedness cycle efforts to **plan, train, exercise, operationalize, and evaluate/improve**. Following this cycle ensures that this plan remains current and dynamic.

This plan shall be updated as needed or when any of the following changes occur:

- Improvement planning resulting from an after-action review (AAR) of exercises or real-world events,
- Emerging threat identified through a gap analysis or risk assessment,
- Organizational changes impacting identified roles and responsibilities,
- Significant modifications of resources, or
- Pertinent changes in legislation.



To assure that this plan is kept up-to-date, the City of Sedona Emergency Management Team (EMT) will maintain a record of changes and revisions. It shall be the responsibility of the Sedona EMT to conduct an annual review of the City of Sedona Evacuation and Re-Entry Plan. All other pertinent data shall be reviewed, verified, and updated as necessary. All changes are to be approved and authorized by the Sedona EMT prior to insertion into the plan. Major updates to the plan will be reviewed for approval by the City Council. Fixes for typographical errors and other minor changes do not require City Council review. All changes shall be documented on the Record of Changes table in the introductory material of this plan. Major updates will be shared with all applicable internal and external partners that have roles and responsibilities outlined in this plan. The plan is published at [www.sedonaazgov/emergencymanagement](http://www.sedonaazgov/emergencymanagement).

### **TRAINING AND EXERCISING THE PLAN**

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The City of Sedona is committed to training and exercising the Evacuation and Re-Entry Plan. Following city response during an exercise or real-world incident, the Sedona EMT will coordinate post-event debriefings and/or the preparation of an after-action report/improvement plan (AAR/IP) documenting the city response effort or involvement. The City of Sedona values the importance of reviewing previous incidents and the lessons learned in the development of robust improvement plans. The city may share AAR/IPs with local, county, state, and federal partners, as applicable.

## Authorities and References

The following city, county, state, and federal legal authorities and references guide evacuation and re-entry planning and operations in Sedona.

### City Government

- City of Sedona Emergency Operations Plan (EOP)
- Sedona Threat and Hazard Identification and Risk Assessment (THIRA) Report
- Sedona Emergency Evacuation Planning Traffic Study Report
- Ready Sedona: A Resident's Guide to Emergency Preparedness

### County Government

- Coconino County Emergency Operations Plan (EOP)
- Coconino County Multi-Jurisdictional Hazard Mitigation Plan
- Yavapai County Emergency Operations Plan (EOP)
- Yavapai County Multi-Jurisdictional Hazard Mitigation Plan

### State Government

- Arizona Revised Statute (ARS) Title 26-307. Power of counties, cities, towns, and state agencies designated by the governor to make orders, rules, and regulations: procedure
- ARS Title 26-308. Powers of local government; local emergency management establishment; organization
- ARS Title 26-311. Local emergency; power of political subdivisions; state agency assistance
- Arizona State Emergency Response and Recovery Plan (SERRP)

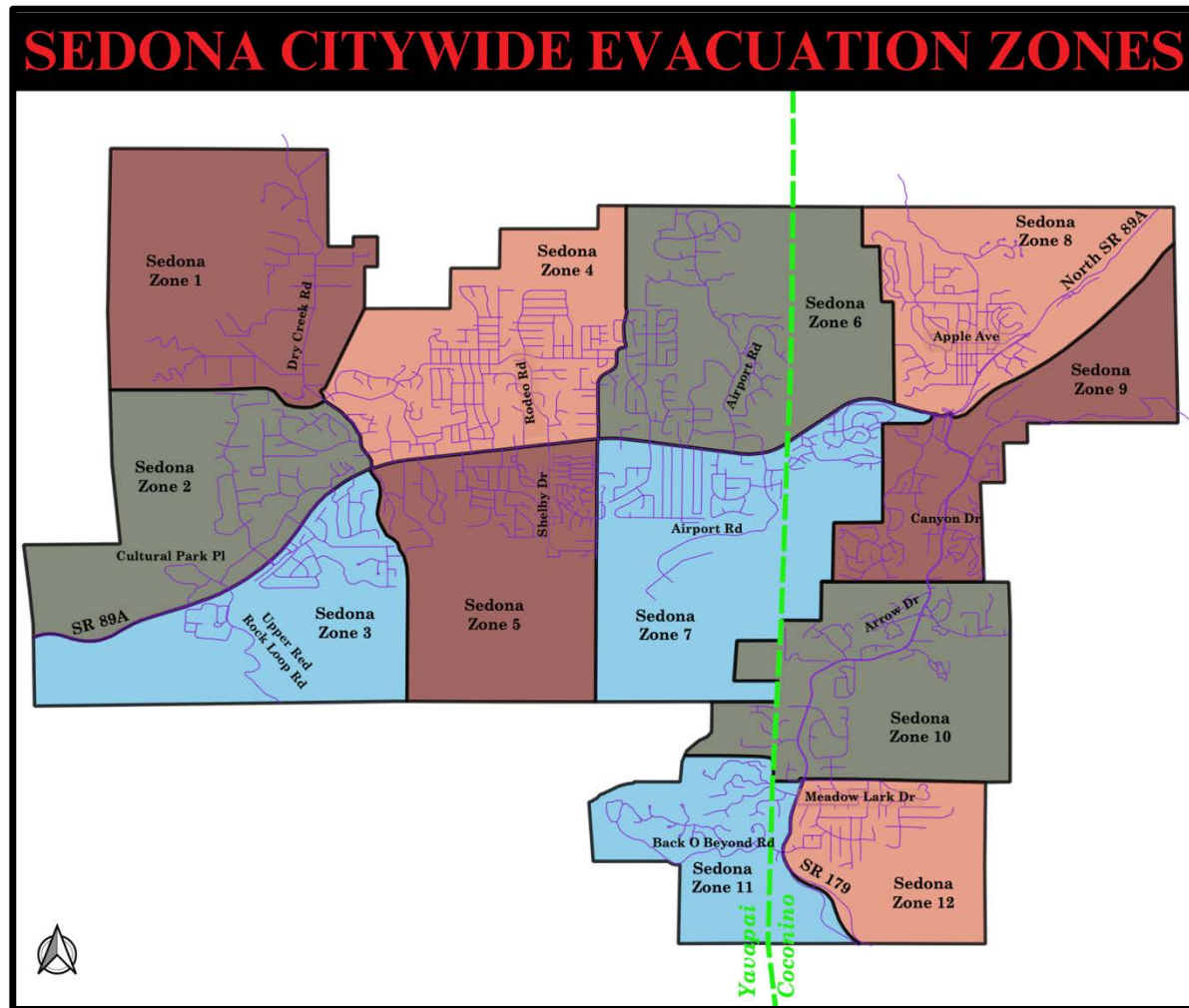
### Federal Government

- Homeland Security Presidential Directive 5 (HSPD 5)
  - National Incident Management System (NIMS)
- Presidential Policy Directive 8 (PPD 8)
  - National Preparedness Goal and National Preparedness System
  - National Response Framework (NRF)
- FEMA Comprehensive Preparedness Guide (CPG) 101
- FEMA Planning Considerations: Evacuation and Shelter-in-Place
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended

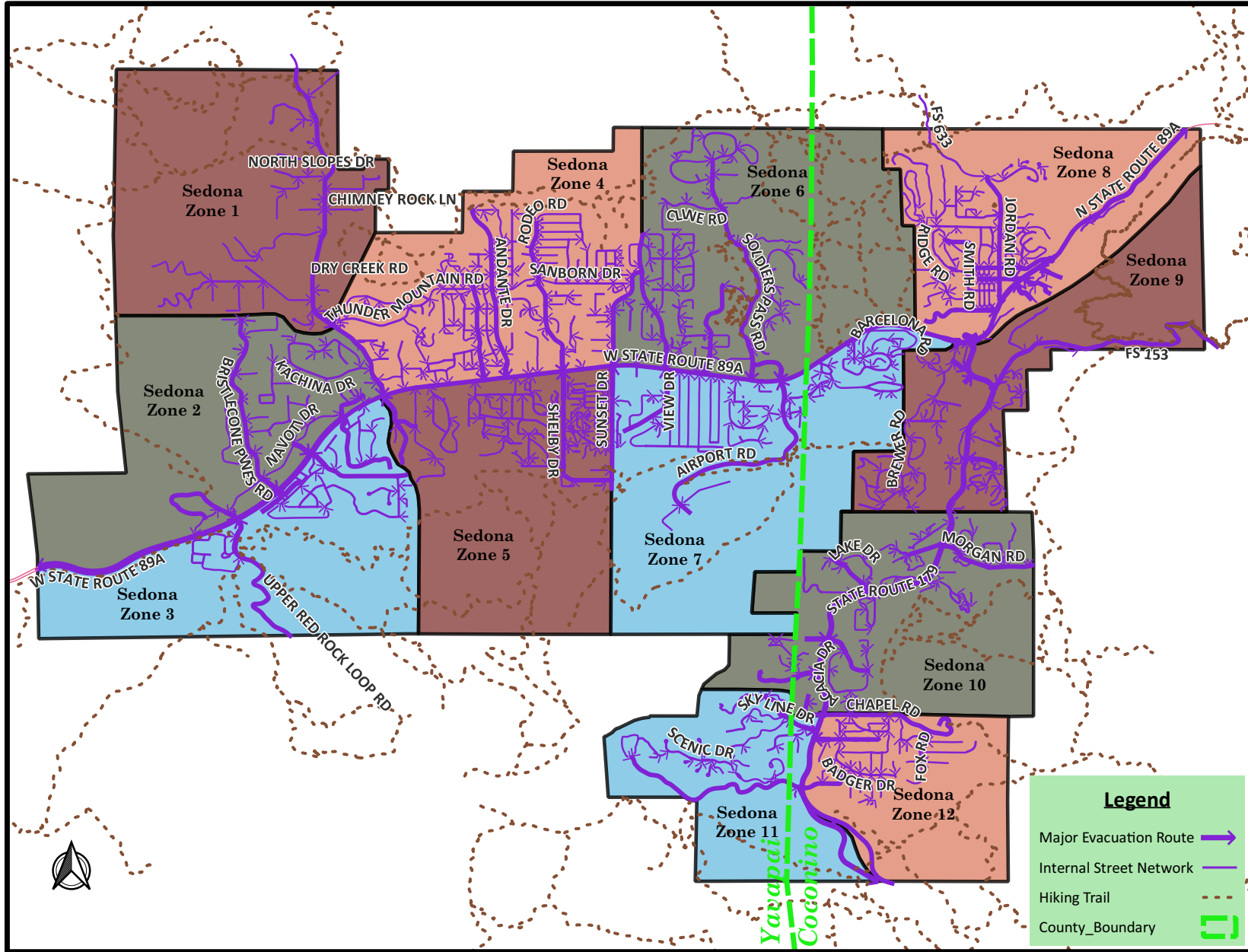


## Annex A: Community Zone Evacuation Maps

This annex includes communications materials that citizens are advised to print and have in their homes and businesses. The City of Sedona will conduct a public information campaign in conjunction with this plan and maps to ensure residents and visitors know their zones and have these information sheets on hand. The zone maps included are “best route” evacuation maps informed by the traffic study data analysis. The routes identified on these maps may not always be available during emergencies based on any particular threat or hazard. *The Whole Community in Sedona should always refer to alerts from City of Sedona officials for incident-specific information and guidance.*

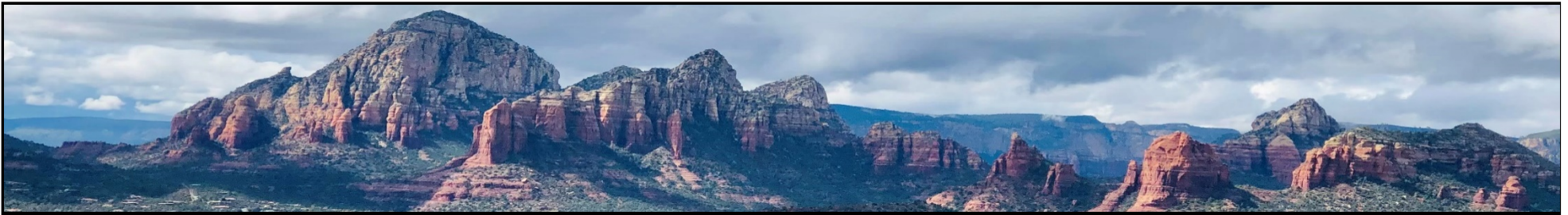


Citywide Evacuation Map (including hiking trails)

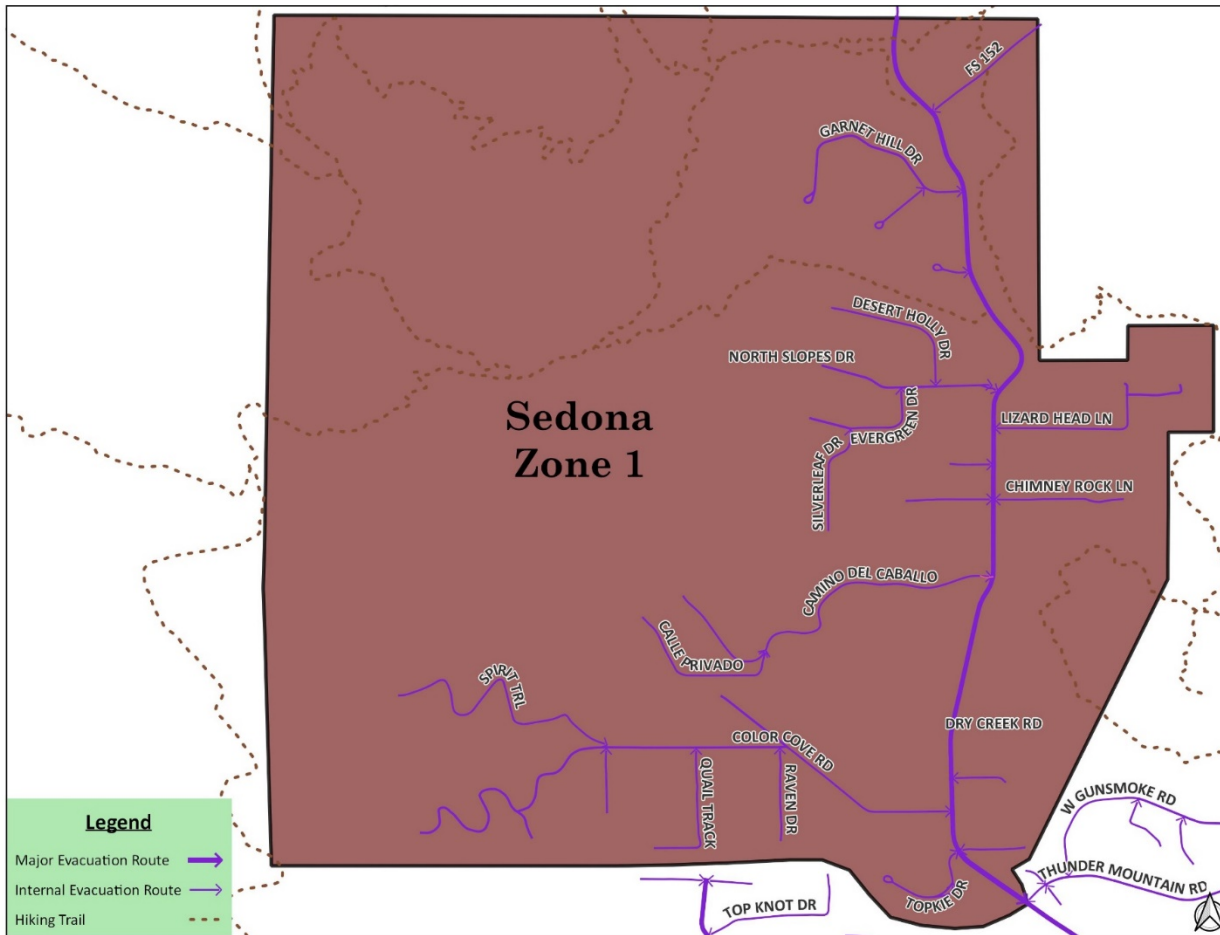


**Legend**

- Major Evacuation Route →
- Internal Street Network —
- Hiking Trail - - -
- County\_Boundary [ ]



# SEDONA ZONE 1 *Know your route. Own your plan.*



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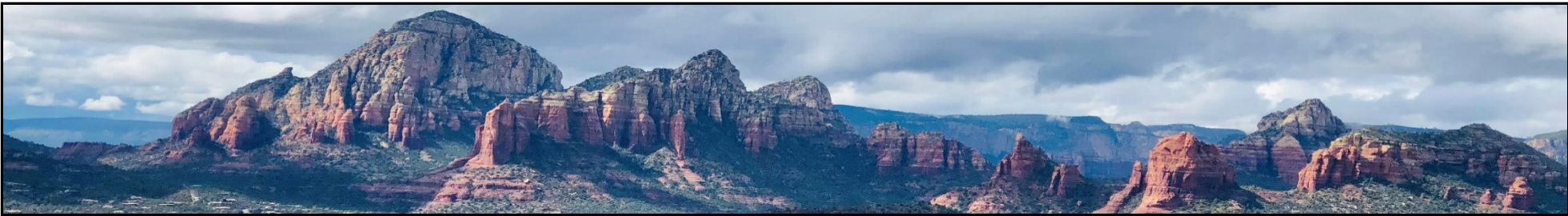
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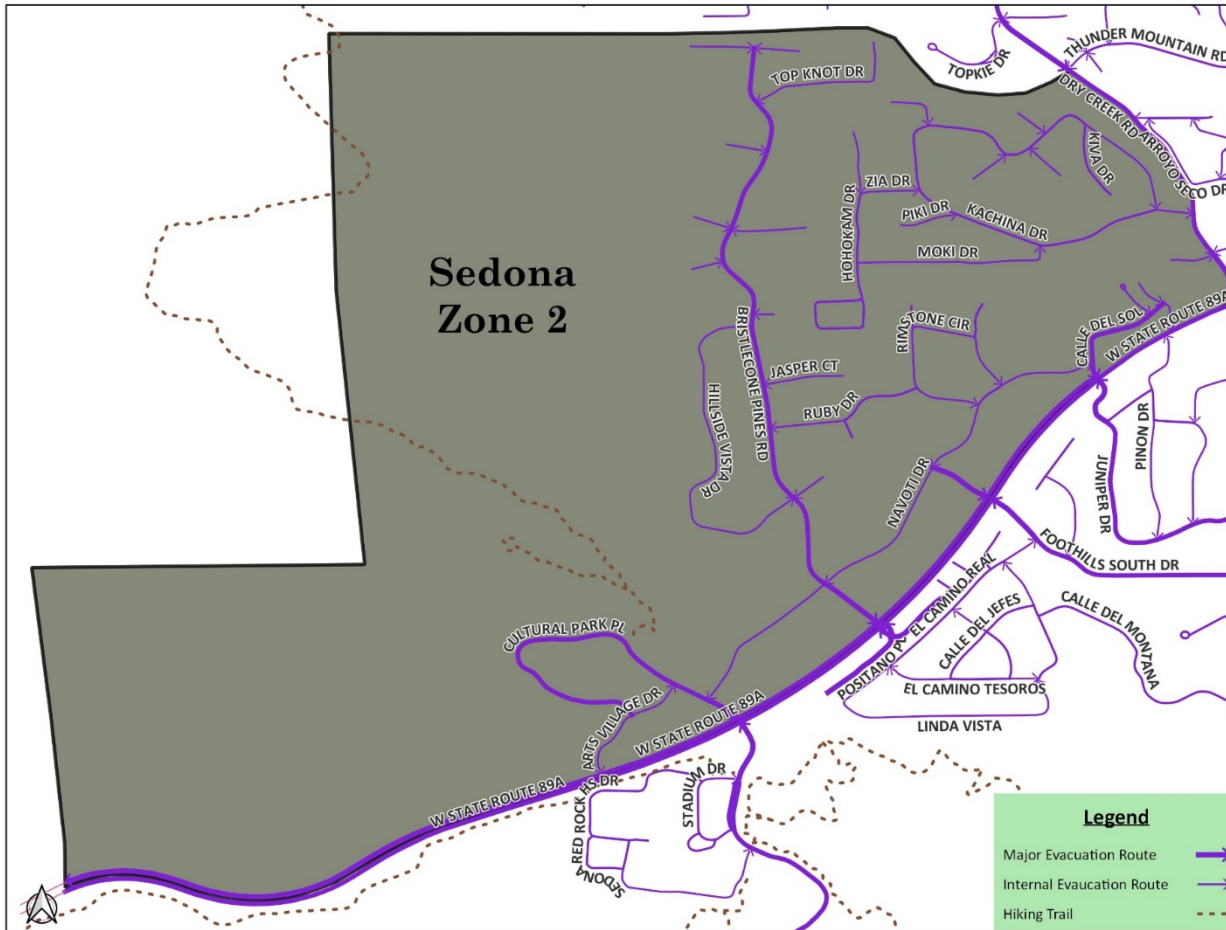
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# SEDONA ZONE 2 *Know your route. Own your plan.*



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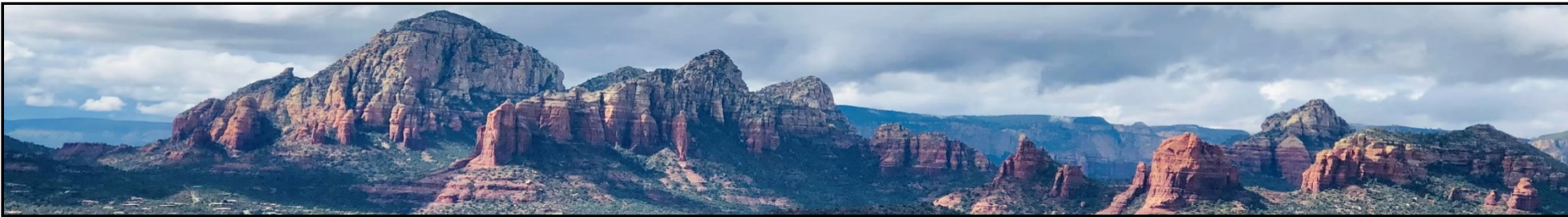


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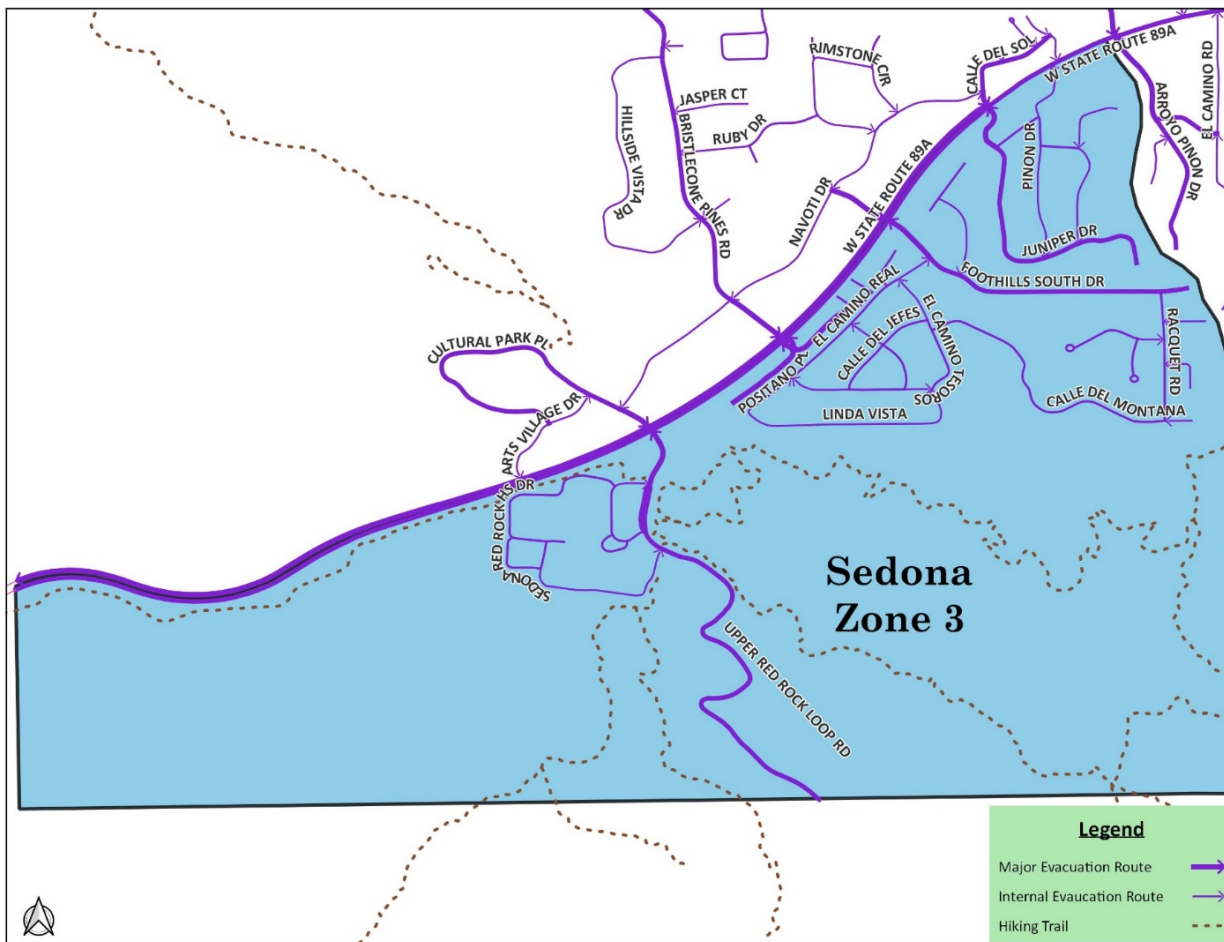


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# SEDONA ZONE 3 *Know your route. Own your plan.*



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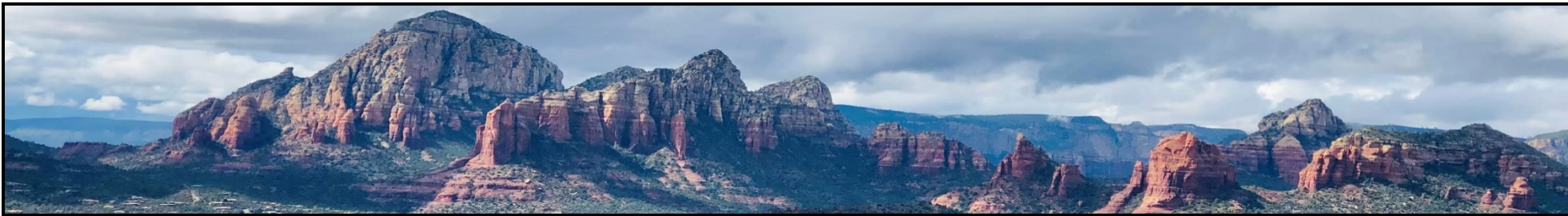
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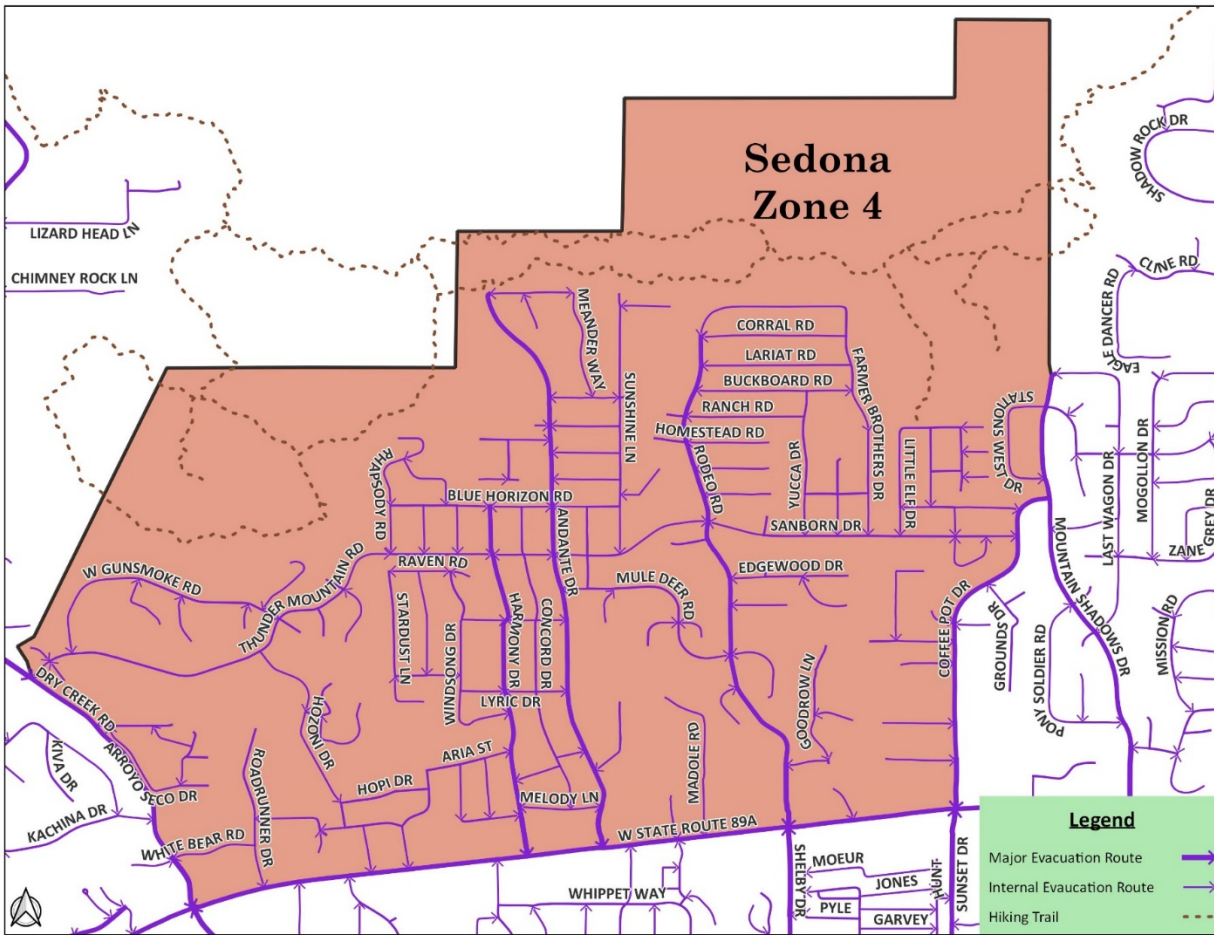

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# SEDONA ZONE 4 *Know your route. Own your plan.*



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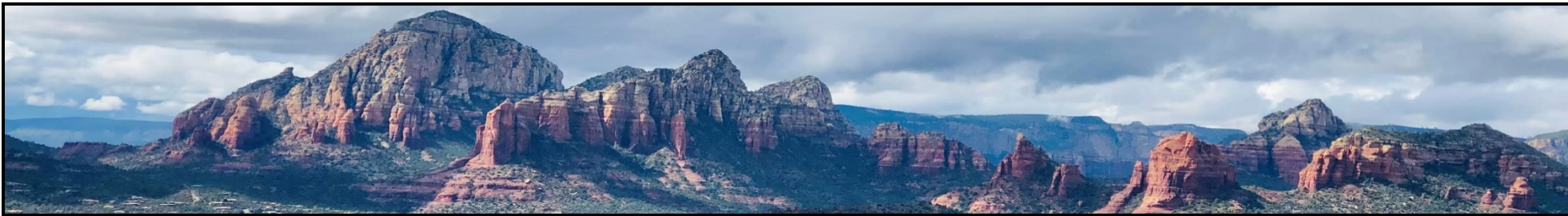
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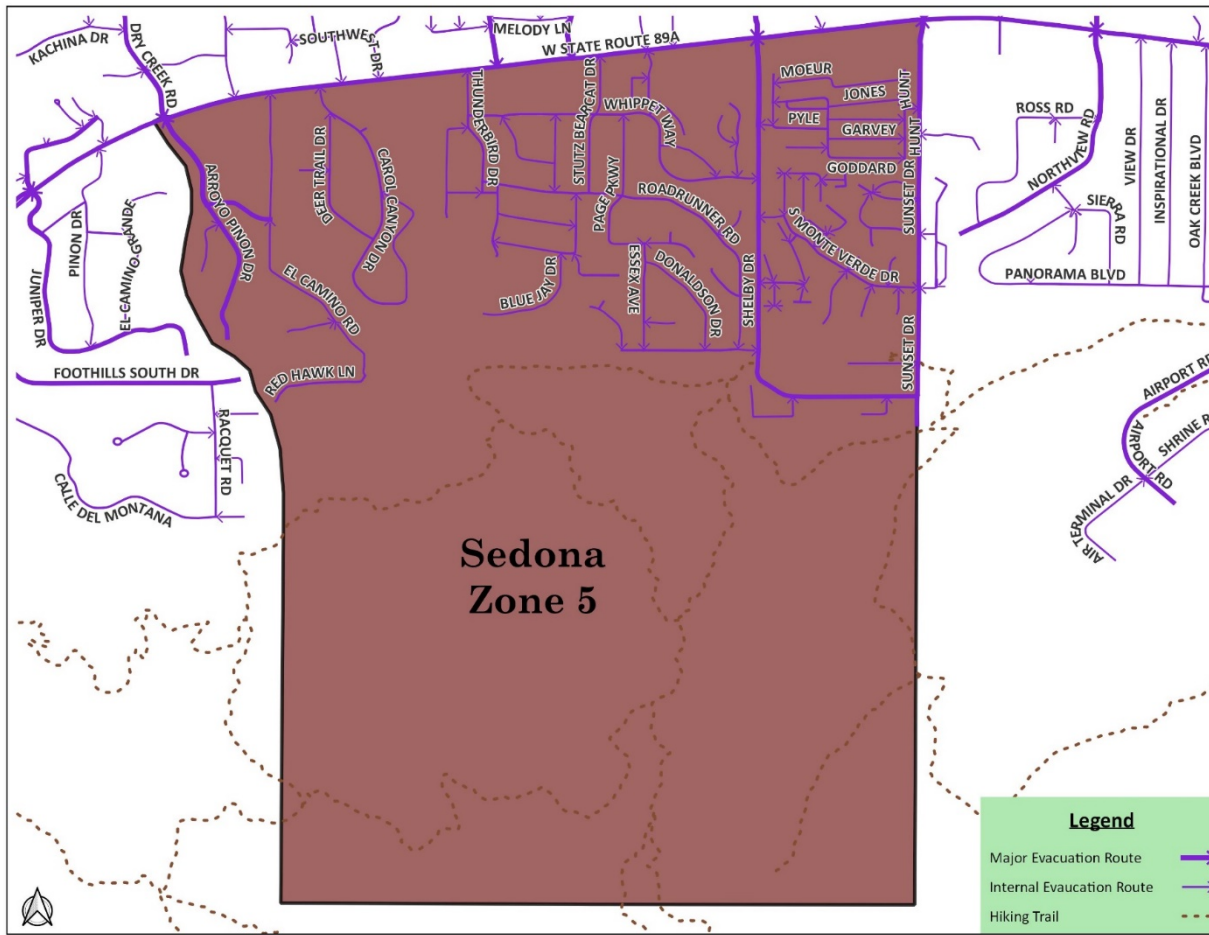

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# SEDONA ZONE 5 *Know your route. Own your plan.*



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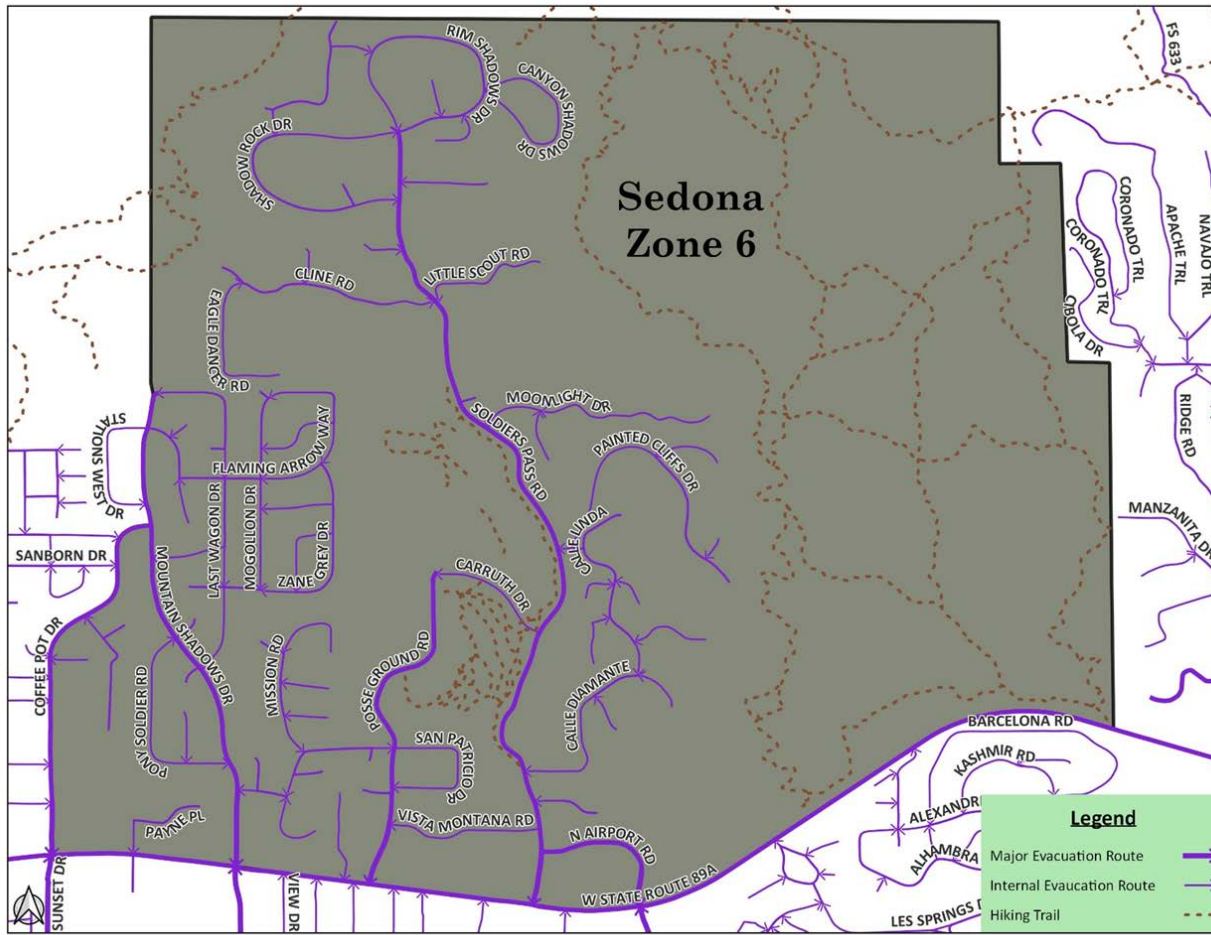

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# SEDONA ZONE 6 *Know your route. Own your plan.*



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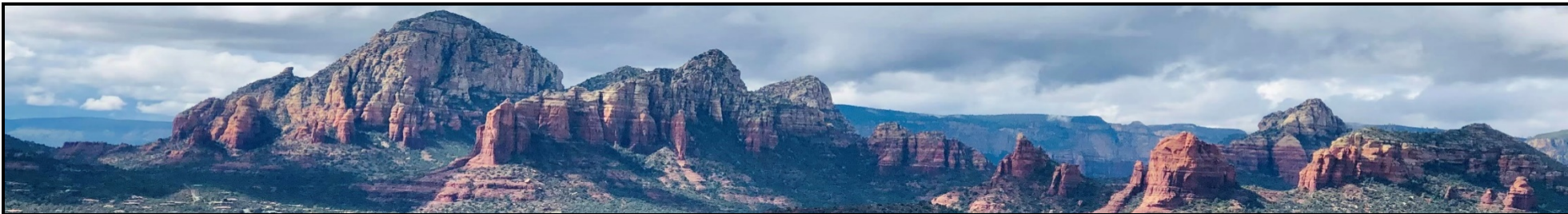
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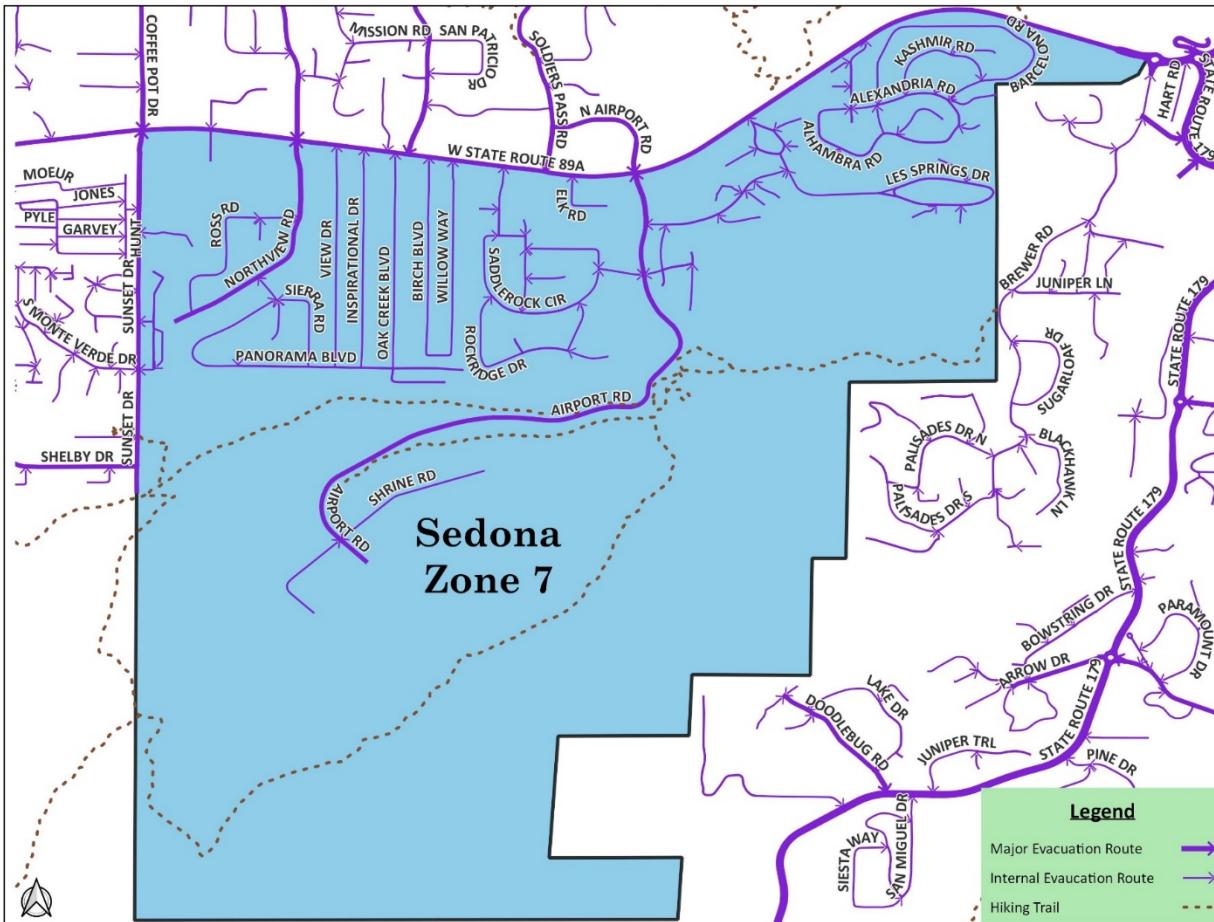

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# SEDONA ZONE 7 *Know your route. Own your plan.*



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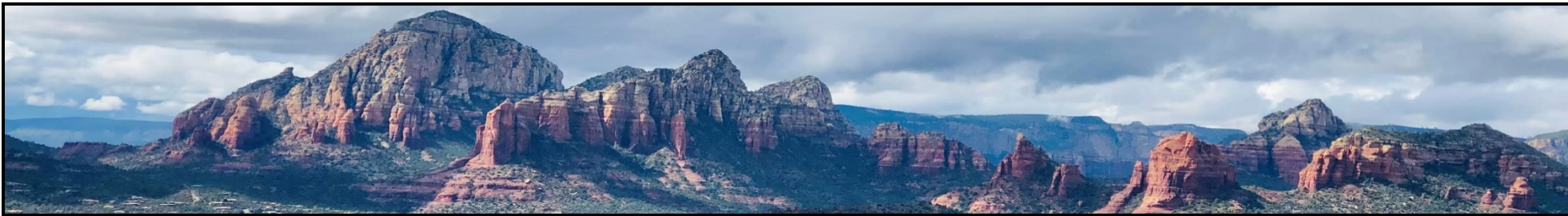
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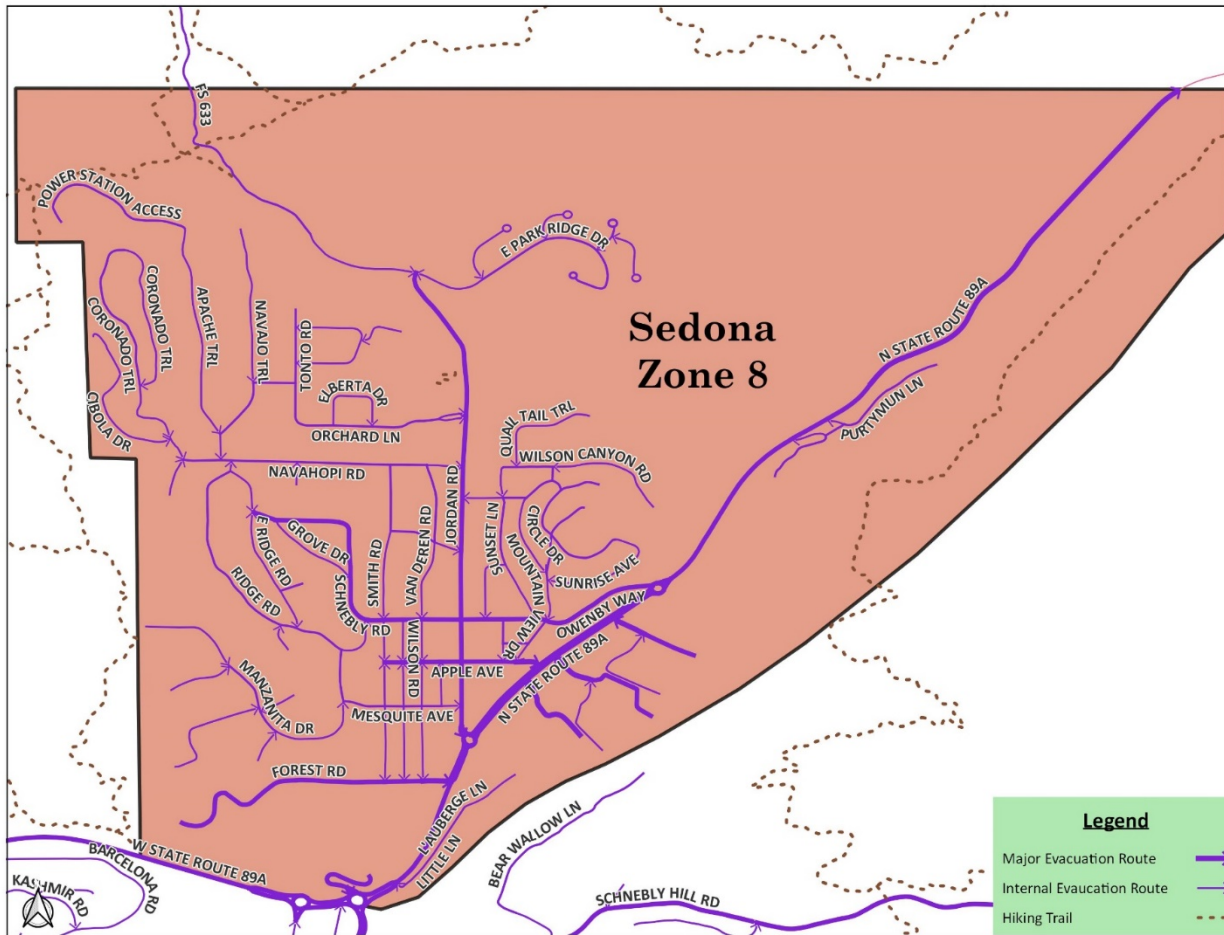

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# SEDONA ZONE 8 *Know your route. Own your plan.*



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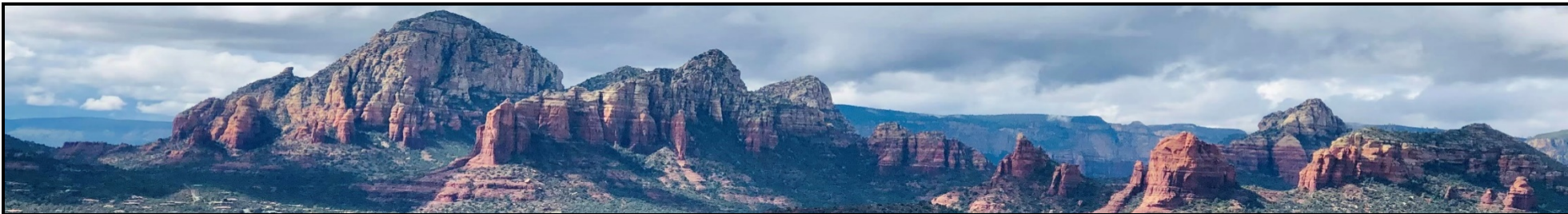
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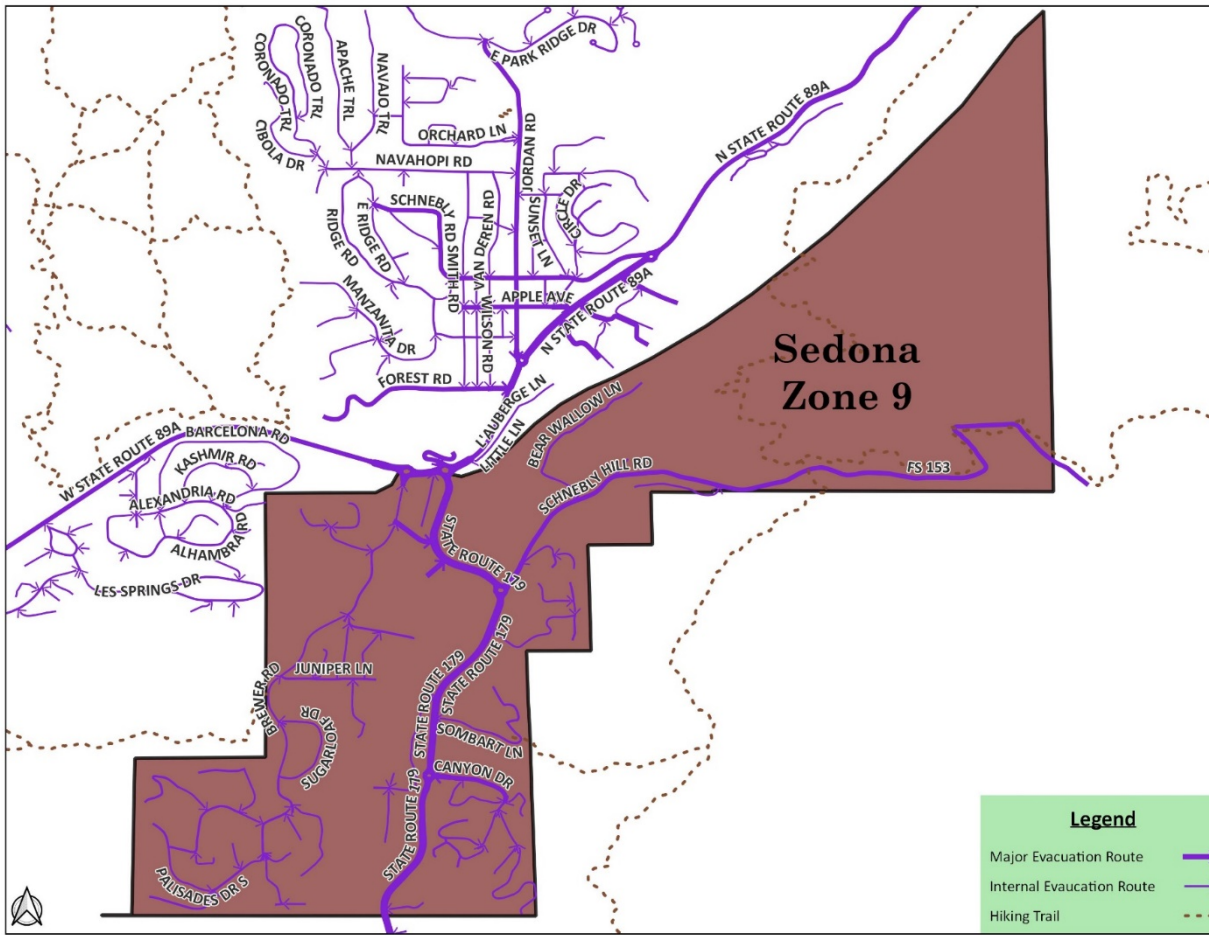


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# SEDONA ZONE 9 *Know your route. Own your plan.*



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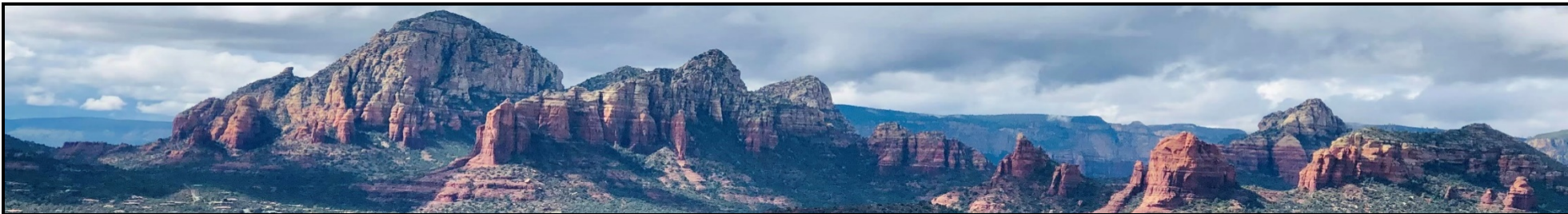
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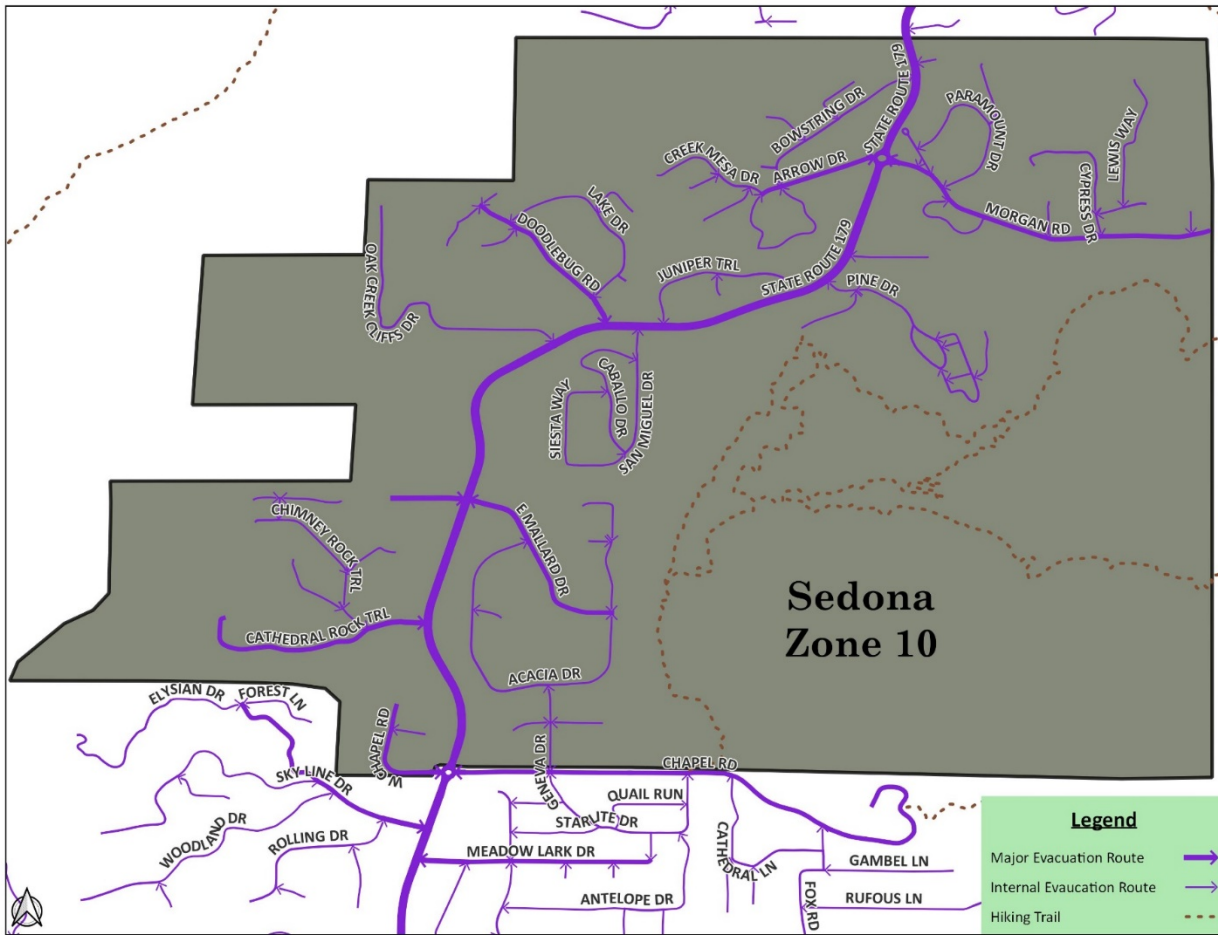

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# SEDONA ZONE 10 *Know your route. Own your plan.*



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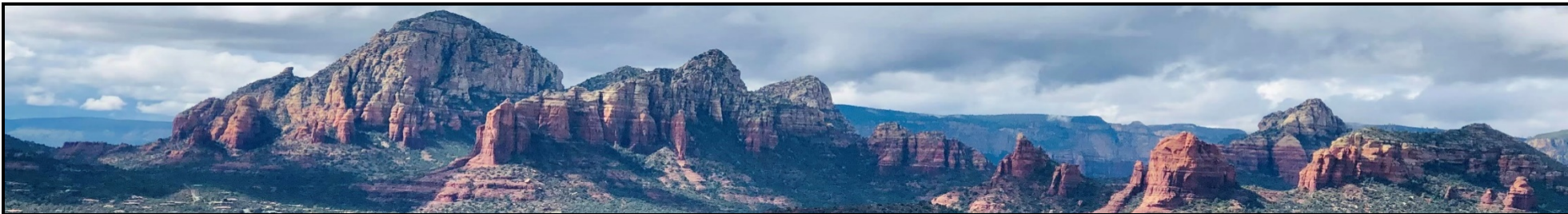
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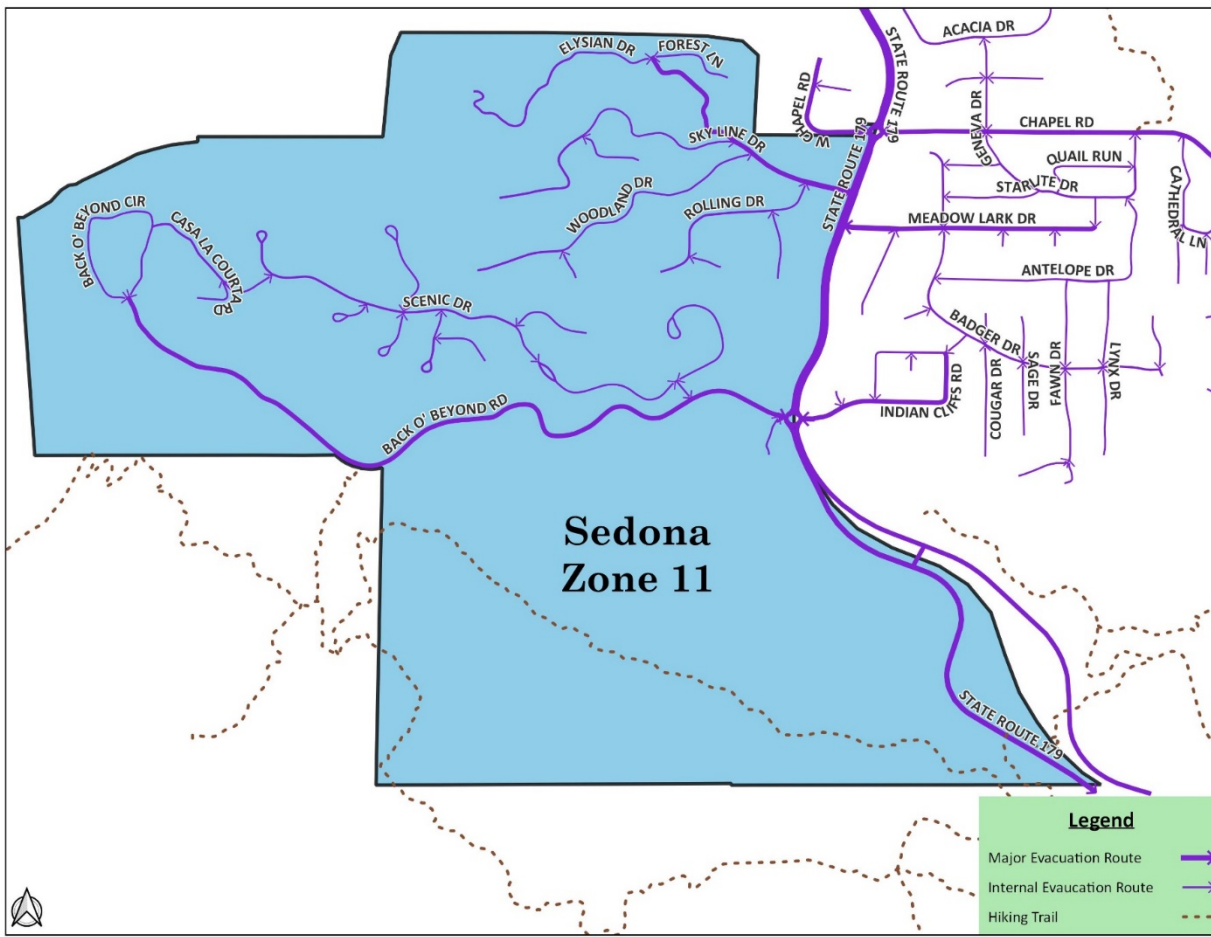


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# SEDONA ZONE 11 *Know your route. Own your plan.*



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# READY, SET, GO!

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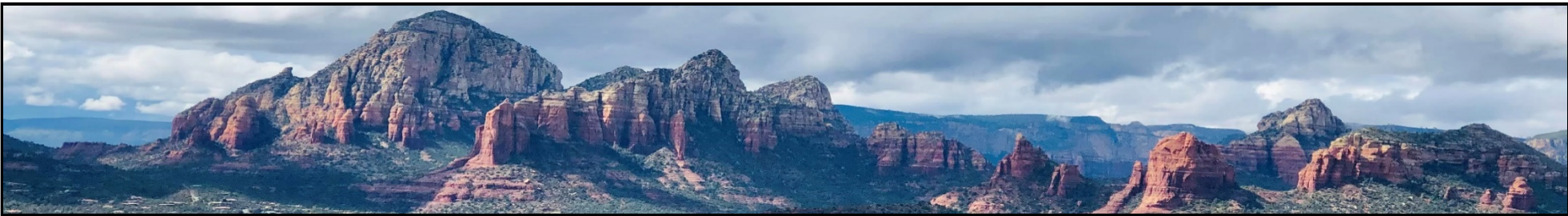
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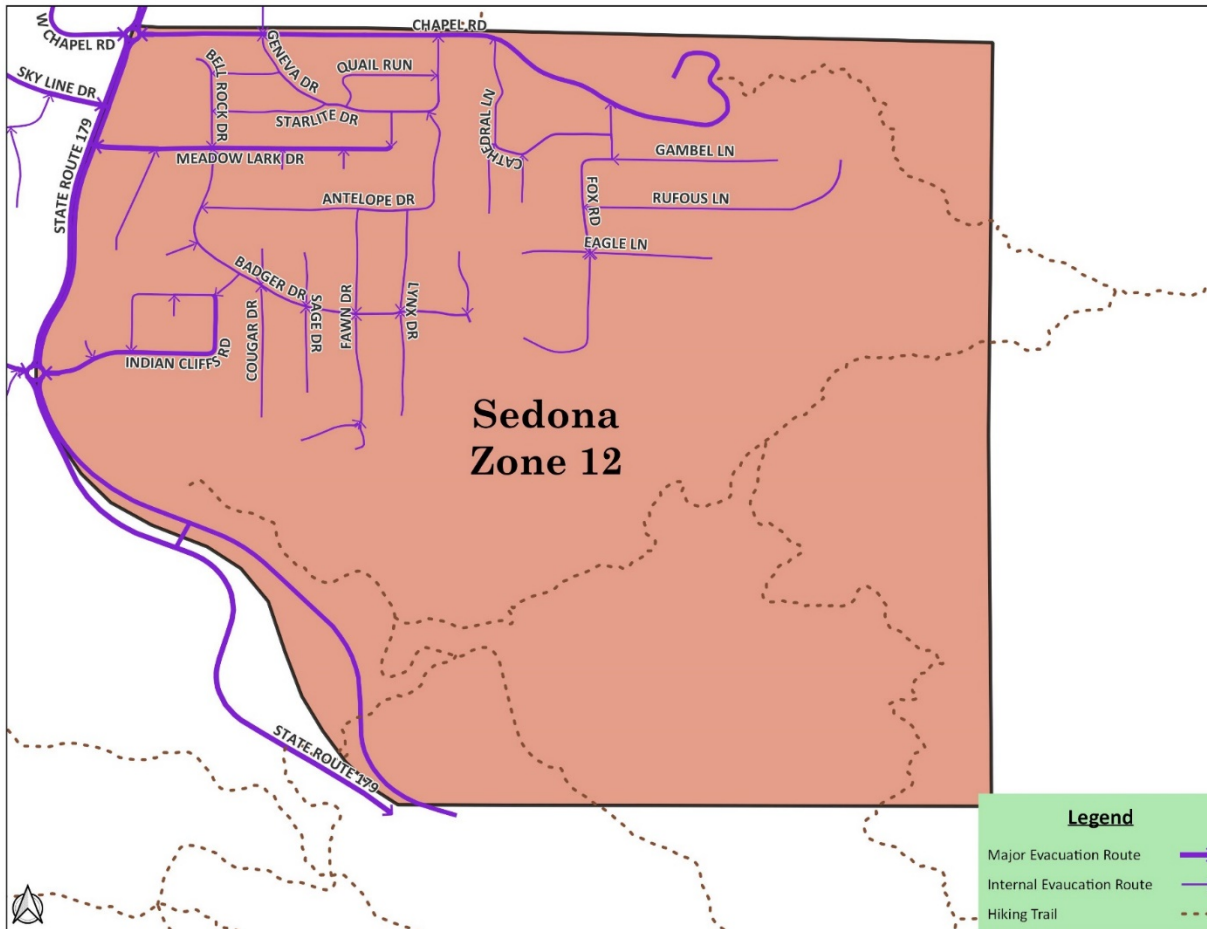
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# SEDONA ZONE 12 *Know your route. Own your plan.*



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## **Annex B: Operational Considerations**

Marked **For Official Use Only (FOUO)** to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation.



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## **Annex C: Sedona Evacuation Planning Traffic Study Report**

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**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
COCONINO COUNTY  
AND  
CITY OF SEDONA  
FOR  
EMERGENCY EVACUATION AND REENTRY PLAN**

Entity Legal Name:	City of Sedona
Unique Entity Identify (UEI) Number:	M5VJZN2SMSN5
Mailing Address for Payment:	102 Roadrunner Drive Sedona, AZ 86336
Period of Performance:	Start: 07/01/2022 End: 12/31/2024
Total Amount of Federal Funds Obligated:	\$83,247
Budget Period:	Start: 07/01/2022 End: 12/31/2024
Approved Indirect Cost Rate:	0%
Match or Cost Sharing:	N/A

Federal Award Information funding this award in part or in its entirety	
Assistance Listing #:	21.027
Program Name from Assistance Listing #:	Coronavirus State and Local Fiscal Recovery Fund
Federal Award Identification Number (FAIN):	SLFRF0420
Federal Award Date:	05/10/2021
Total Amount of the Federal Award to Pass-Through Entity (PTE):	\$27,868,531
Federal Award Project Description:	Coronavirus State and Local Fiscal Recovery Fund (SLFRF)
Name of Federal Awarding Agency, PTE, and Contact Information for Awarding Official at PTE	United States Department of the Treasury Attn: State and Local Fiscal Recovery Funds 1500 Pennsylvania Avenue NW, Washington, DC 20220 SLFRF@treasury.gov 202-622-6415
Is the award for research and development (R&E)?	No
Indirect Coast Rate for the Federal Award (PTE's rate and base)	N/A

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "IGA" or "Agreement") is made and entered into by and between COCONINO County (hereinafter "County") and CITY OF SEDONA, collectively "the Parties," for the provision of contracted services pursuant to A.R.S. § 11-952 et seq. to enter into IGA to jointly exercise powers common to the parties to contract for the services specified. This Agreement is a subaward of federal grant funds under the Coronavirus State and Local Fiscal Recovery Fund program (Assistance Listing # 21.027).

Whereas, County issued an RFI seeking information under the ARPA Covid-19 Supports for Eligible Local Governments category under County's State and Local Fiscal Recovery Fund allocation under the American Rescue Plan Act for the priority areas of behavioral health, housing, business supports, workforce development & education, support for vulnerable populations, & Covid-19 Supports for Eligible Local Governments;



Whereas, Coconino County and the City of Sedona have voluntarily developed an Emergency Evacuation and Reentry plan within its combined jurisdictions;

Whereas, both parties are authorized to enter into this agreement pursuant to A.R.S. § 11-952.

**NOW, THEREFORE,** in consideration of the mutual agreements set forth herein, the Parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to authorize use and provide funds from the American Rescue Plan Act (“ARPA”) to the City of Sedona under Treasury Expenditure Category Administrative Transfers to Other Units of Government.

On January 6, 2022, the U.S. Department of Treasury (“Treasury”) released the Final Rule (the “Rule”), which identifies many ways in which the ARPA's Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") can support communities working to reduce and respond to the adverse health and economic impacts resulting from the COVID-19 pandemic.

Under this Agreement, City of Sedona’s services must be provided in compliance with the rules of the ARPA. The most current published rules can be found at: [Treasury’s Final Rule; https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf](https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf).

**II. TERM OF AGREEMENT, TERMINATION, MODIFICATIONS, AND AMENDMENTS**

The City of Sedona may use award funds to cover eligible costs incurred during the period that begins on July 01, 2022, and shall be effective through December 31, 2024, contingent upon funding.

The Parties may terminate this Agreement with thirty (30) days written notice. This Agreement is also subject to the cancellation provisions of A.R.S. § 38-511, the provisions of which are incorporated herein. Any termination of this Agreement shall not relieve the Parties of responsibility for its costs incurred prior to the effective date of the termination and any materials obtained for the purposes of this Agreement shall remain the property of the purchasing party and shall be returned to such party in the event of termination of this Agreement.

No waiver, amendment, or modification of this Agreement shall be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Agreement by the other party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

**1. Obligations of the Parties**

**III. DESCRIPTION OF SERVICES**

City of Sedona shall:

1. Shall provide services in accordance with Attachment A – Project Proposal.
2. Maintain a tracking of total expenditures and report to County on metrics established in Section V or added as additional ARPA guidance becomes available.
3. Gather and complete all required County paperwork, including the Federal Funding Accountability and Transparency Act (“FFATA”) Data Collection Form (Attachment E)

4. Ensure that all contractors and subcontractors are properly licensed in their area of work, as required by the Arizona Registrar of Contractors and any other applicable licensing agencies.
5. Ensure that all contractors and subcontractors comply with the insurance and other applicable provisions contained in this Agreement.

IV. USE OF FUNDS

1. City of Sedona understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
2. City of Sedona will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
3. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
4. City of Sedona may use funds provided under this award to cover both direct and indirect costs. As listed in Attachment A – Project Proposal approved budget.

V. MANNER OF FINANCING

County shall:

1. Provide a contract amount of up to \$83,247, for costs associated with the activities referenced in Section III and Attachment A - Project Proposal, incorporated into this contract in its entirety.
2. Provide quarterly payment within 45 days upon County's receipt of approved billings for services performed and/or good received as referenced in Section VI. Invoices may include approved purchases by the City of Sedona so long as the purchase was made solely for the benefit of the Emergency Evacuation and Re-Entry Plan Program.
3. Any unused funding pursuant to this agreement at the termination date shall be transferred back to the County and the remaining balance of the award de-obligated.
4. The Assistance Listing No. is 21.027 for all activity associated with this agreement.
5. Questions regarding the appropriate use of the funds and/or invoices shall be resolved by mutual written agreement between the City of Sedona and the County. The County may withhold payment of such questioned costs until reasonable questions are resolved.

The City of Sedona shall:

1. Use the funds received from County only to support the activities outlined in Section III of this Agreement and Attachment A.
2. Agree that all in-state travel expenses shall be paid only in accordance with the Domestic Per Diem rates allowed under the State of Arizona Travel Policy, and the prevailing State of Arizona standard mileage rates, located at <https://gao.az.gov/travel/welcome-gao-travel>.
3. Assure that any expenses reimbursed under this Agreement have not been or will not be reimbursed under any other federal program.
4. Resolve questions regarding the appropriate use of the funds by mutual agreement between the City of Sedona and County.

VI. REPORTING REQUIREMENTS

The City of Sedona shall submit quarterly programmatic reports to the County for activities funded under this Agreement. The report deadlines are the 15<sup>th</sup> of the month following each month, e.g. January 1, 2023 – March 31, 2023 report period is due April 15, 2023.

The format for these reports will be developed by the County with input and agreement from the City of Sedona to ensure proper reporting of quantifiable impact metrics as required under Federal guidance. City of Sedona also agrees to comply with any reporting obligations established by Treasury as they relate to

this award.

Performance Metrics: Use attachment C for performance metrics reporting.

Financial Reporting: Use attachment D for reimbursement requests. Itemized receipts must also be provided.

1. **Monitoring:** Per Uniform Guidance 2 C.F.R. § 200.332, to safeguard this subaward and the use is for authorized purposes, in compliance with Federal statues, regulations and the terms and conditions of this Agreement; and that the performance goals are achieved. County and authorized third party shall conduct monitoring activities on agreed monitoring plan and/or necessary activities. Collaboration from City of Sedona at a minimum shall include the following;
  - Site Visits;
  - Desk Reviews;
  - Response to; findings, question costs, or corrective action plans.

VII. NON-AVAILABILITY OF FUNDS

Every payment obligation of the County under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the County at the end of the period for which funds are available. No liability shall accrue to County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VIII. DOCUMENTS INCORPORATED BY REFERENCE

The City of Sedona agrees to comply with terms and conditions applicable to its proposal, Attachment B. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control. And terms below are incorporated herein by reference,

**1. Breach of Agreement**

Either party may provide the other with written notice of any breach of this Agreement and may terminate the Agreement if such breach is not remedied by the responsible party within ten (10) days of receipt of such notice. If the breach is of a nature that cannot be remedied within ten (10) days, the Agreement shall not be terminated if the responsible party has diligently pursued a remedy within the ten-day period.

**2. No Authority to Bind the Parties**

The Parties have no authority to enter into contracts or agreements on behalf of each other. This Agreement does not create a partnership between the Parties.

**3. Compliance with Immigration Laws**

As required by Arizona Revises Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) each party warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub- subcontractors to provide the same warranties to the other party.

#### **4. Non-Discrimination**

Both parties shall comply with all state and federal discrimination requirements, including Arizona Executive Order 2009-09.

#### **5. Mutual Indemnification**

To the extent permitted by Arizona law, 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 fees), hereinafter collectively referred to as "claims," arising out of bodily injury to 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 occurring during the performance of the Agreement.

#### **6. Applicable Law**

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

#### **7. Dispute Resolution**

If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. 12-1518, litigation or some other dispute resolution procedure. Unless the Parties agree otherwise, the mediator(s) will be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of the Parties' right to initiate legal action if a dispute is not resolved through good faith negotiations or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

#### **9. Entire Agreement**

This Agreement embodies the entire understanding of the Parties and supersedes any other agreement or understanding between the Parties relating to the subject matter. The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

#### **10. Insurance**

The Parties maintain general liability insurance and worker's compensation coverage as required by state law and pertinent federal laws and regulations under the State of Arizona Risk Management Plan.



**11. Independent Contractor**

Each Party is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.

**12. Equal Opportunity Clause**

The provisions of Section 202 Executive Order 11246.41, C.F.R. §60-1.4.41, C.F.R. §60-250.4 and 41, and C.F.R. §60-741.4 shall be incorporated herein by reference and shall be applicable to this IGA unless this IGA is exempted under the rules, regulations or orders of the Secretary of Labor.

**13. Inspection and Audit**

All books, accounts, reports, files, and other records relating to this IGA shall be subject at all reasonable times to inspection and audit by the Parties, federal audit authority, or any other authorized third-party at reasonable times for five (5) years after all funds have been expended or returned to County, whichever is later. Such records shall be produced at Coconino County, or such other location as designated by Coconino County, upon reasonable notice to the Party.

**14. Audits.**

In accordance with the provisions of 2 C.F.R. 200, Subpart F - Audit Requirements, nonfederal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 C.F.R. 200.503.

**15. Unique Entity Identifier (UEI)**

The City of Sedona must provide the following prior to an Agreement being executed a Unique Entity Identifier (UEI) assigned as proof of current registration in the System for Award Management (SAM/SAM.gov). Additionally, SAM registration must be in good standing and maintained for the term of the Agreement. The SAM registration information may be found at <https://sam.gov/content/home>.

**16. Public Record**

Both parties recognize that work product developed under this Agreement becomes public information.

IX.     FUND MANAGEMENT

The City of Sedona must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The City of Sedona must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The City of Sedona must maintain adequate business systems to comply with Federal requirements.

Adhere to: [2 C.F.R. 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements](#), especially those policy requirements in:

- [2 C.F.R. 200, Subpart B, General provisions;](#)
- [2 C.F.R. 200, Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;](#)
- [2 C.F.R. 200, Subpart D, Post Federal; Award Requirements;](#)
- [2 C.F.R. 200, Subpart E, Cost Principles; and](#)
- [2 C.F.R. 200, Subpart F, Audit Requirements.](#)

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The County reserves the right to review all business systems policies.

X.     CLOSEOUT REQUIREMENTS

The City of Sedona shall submit a closeout package with both programmatic report and financial reimbursement request. 2 C.F.R §200.344, requires all information regarding the closeout of subawards that would include compliance delivered with that 90-day timeframe.

At a minimum, the standard closeout package includes all final documents from the City of Sedona:

- a final progress/performance report;
- a final financial report;
- compliance confirmation, including any monitoring and/or site visit reports and communications along with any corrective action plan(s) approved and implemented; and
- financial reconciliation between what was obligated to the City of Sedona and the amount of money the City of Sedona was reimbursed

XI.    NOTICES

The City of Sedona shall address all notices relative to this Agreement to:

Kristen Curtis  
ARPA Program Manager  
Coconino County Department of Finance  
219 East Cherry Avenue Flagstaff, AZ 86001  
Email: [keurtis@coconino.az.gov](mailto:keurtis@coconino.az.gov)

Coconino shall address all notices relative to this Agreement to:

Karen Osburn  
City Manager  
City of Sedona  
102 Roadrunner Drive  
Sedona, AZ 86336  
[kosburn@sedonaaz.gov](mailto:kosburn@sedonaaz.gov)





Summary Scope of Work:

Complete an evacuation and re-entry plan for the City of Sedona, including Uptown Sedona and the Brewer area (both in Coconino County). City of Sedona is to coordinate with Coconino County Emergency Management office to hire contractor to advance and better understand emergency preparedness through planning and traffic study data for the City of Sedona, including in the Uptown Sedona and Brewer Road area. Develop response procedures and protocols for implementation when a threat is imminent. Will use plans for training and exercising public safety, residents through community training and region partners.

Performance Period:

July 1, 2022 – December 31, 2024

Performance Metrics: Use attachment C for performance metrics reporting. The cadence of reporting shall be quarterly submitted along with the reimbursement request form.

Financial Reporting: Use attachment D for reimbursement requests. Itemized receipts must also be provided.

Category	Total
Salary and Wages	\$0
Operating	\$83,247
Travel	\$0
Capital	\$0
Total Coconino County	\$83,247

**Attachment B**  
**UNIFORM TERMS AND CONDITIONS**

**1. Definition of Terms**

The City of Sedona referred to as “Contractor” in this attachment agrees to comply with terms and conditions listed below are defined as follows:

- 1.1. “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. “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 of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. “Contractor” means any person who has a Contract with the County.
- 1.5. “Days” means calendar days unless otherwise specified.
- 1.6. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. “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.
- 1.8. “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.
- 1.9. “Procurement Officer” means the person, or his or her designee, duly authorized by the County to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. “Services” means the furnishing of labor, time or effort by a contractor or subcontractor 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.
- 1.11. “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.
- 1.12. “County” means the Arizona Coconino County and Department of the County that executes the Contract.
- 1.13. “County Fiscal Year” means the period beginning with July 1 and ending June 30.

**2. 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, Coconino County Policies and Procedures.
- 2.2. Implied Contract 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 County 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. 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 County at or federal audit authority, or any other authorized third-party 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 County and, where applicable, the Federal Government or authorized third party, 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 County 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 nor materials testing shall constitute final acceptance of the materials or services. If County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by County for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County 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. 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 County 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 County determine that the contractor and/or any subcontractors be found noncompliant, the County 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.

3.8. 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.

3.9. Offshore Performance of Work Prohibited.  
Any services that are described in the specifications or scope of work that directly serve the County 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.



#### 4. **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 County 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 County 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 County 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 County, 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 County for any payment may arise under this Contract beyond the current County 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 County Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the County 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. **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 County shall not unreasonably withhold approval.

## 6. 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 County, its departments, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the County as a result of entering into this contract. However, the parties further agree that the County, its departments, 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 County against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the County of materials furnished or work performed under this Contract. The County, within the State of Arizona, 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 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 County 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. 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 County 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 County 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 County.

7.5. Compliance With Applicable 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.

7.5.1. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

7.5.2. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7.5.3. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

7.5.4. Generally applicable federal environmental laws and regulations.

7.5.5. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

7.5.6. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

7.5.7. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

- 7.5.8. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - 7.5.9. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - 7.5.10. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
  - 7.5.11. Hatch Act. Subrecipient agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.
- 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 County, within the State of Arizona, 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. County's Contractual Remedies

- 8.1. Right to Assurance. If the County 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 County'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.
- 8.2. Stop Work Order.
  - 8.2.1. The County 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 County 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 County 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 County 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 County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County, or damages assessed by the County 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. **Contract Termination**

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County 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 County 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 County, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The County may, by written notice, terminate this Contract, in whole or in part, if the County 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 County 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 County, 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 County may, by written notice to the Contractor, immediately terminate this Contract if the County 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 County.
- 9.4. Termination for Convenience. The County reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the County, 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 effective date of the termination and minimize all further costs to the County. 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 County 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 County 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 County on demand.
- 9.5.3. The County 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 County for any excess costs incurred by the County 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. 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. 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)

**RESOLUTION NO. 2023 - \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH COCONINO FOR AN EMERGENCY EVACUATION AND RE-ENTRY PLAN.**

*WHEREAS*, the City of Sedona (“City”) and the Coconino County have reached an intergovernmental agreement concerning the Emergency Evacuation and Re-entry Plan subaward of federal grant funds under the Coronavirus State and Local Fiscal Recovery Fund program; and

*WHEREAS*, the City has reviewed the terms of the intergovernmental agreement and determined that it is in the proper form required by A.R.S. § 11-952;

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

The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the Coconino County for the acceptance and expenditure of funds in the approximate amount of eighty-three thousand two hundred and forty-seven dollars (\$83,247) for the Emergency Evacuation and Reentry Plan, and the City Manager is authorized to execute said Agreement on behalf of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 24<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Scott M. Jablow, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JoAnne Cook, City Clerk

\_\_\_\_\_  
Kurt W. Christianson, City Attorney