

AGREEMENT for the Development of the Downtown Vision and Action Plan

Between

**Coconino County,
A Political Subdivision of the State of Arizona**

And

**City of Flagstaff,
An Arizona Municipal Corporation**

And

**Northern Arizona Intergovernmental Public Transportation Authority,
A Political Subdivision of the State of Arizona**

And

**Flagstaff Downtown Business Alliance,
An Arizona Nonprofit Corporation**

Recitals:

- A. Whereas**, Coconino County, the City of Flagstaff, Northern Arizona Intergovernmental Public Transportation Authority (“NAIPTA”), and the Flagstaff Downtown Business Alliance (“FDBA”), collectively “the Parties,” have a collective and substantial interest in the existing and future development of Downtown Flagstaff; and
- B. Whereas**, Downtown Flagstaff has existed many years with historic red brick buildings, stores, and landmarks, and is an active spot with an abundance of shops, galleries, clothing stores, adventure outfitters, restaurants, and lively nightlife; and
- C. Whereas**, Downtown Flagstaff is a desired destination that attracts residents and visitors alike, and there is a critical need for a unified vision to help shape and influence the future of Downtown Flagstaff in a considered manner to enhance Downtown Flagstaff’s vibrancy, economic vitality, and the character that make Downtown Flagstaff special; and
- D. Whereas**, A.R.S. § 11-254 authorizes Coconino County to appropriate funds for the purpose of economic development within the county which the County

determines is for the benefit of the public; and

- E. **Whereas**, Coconino County finds that Downtown Flagstaff is an economic hub for the County and this agreement furthers development prospects for job creation, retention, and commerce that will benefit the residents of the county; and
- F. **Whereas**, engaging a downtown management expert to lead a one- to seven-year visioning effort has not been done before for Downtown Flagstaff, but research shows that downtowns across the country that use similar processes to craft policies that impact their downtowns help result in a unified vision; and
- G. **Whereas**, the Parties seek to utilize a qualified consultant to create a Vision and Action Plan through a collaborative process for Downtown Flagstaff with a focus on zoning impacts on land use and development opportunities; potential redevelopment and the desired built environment; historic preservation priorities and standards; local business development and support; economic development opportunities; parking, public infrastructure, transportation and connectivity; and the addition and activation of civic/community spaces; and
- H. **Whereas**, the Vision and Action Plan for Downtown Flagstaff is intended to provide guidance and implementation strategies for changing conditions within the downtown related to land use, economic development, and transportation within the general area of Butler Avenue to the south, Dale Avenue to the north, Elden Street to the east, and Milton Road/Sitgreaves Street to the west; and
- I. **Whereas**, the Parties desire to memorialize their respective responsibilities for the development and shared cost of the Downtown Vision and Action Plan.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. **Project Objectives** - The FDBA will lead a competitive process utilizing the City of Flagstaff procurement rules to select a qualified professional consultant with demonstrated expertise and experience in downtown management to create a vision through a collaborative process for Downtown Flagstaff including implementation strategies to support the vision. Areas of interest include: zoning impacts on land use and development opportunities; potential for redevelopment and desired built environment; historic preservation priorities and standards; local business development and support; economic development opportunities; parking, public infrastructure, transportation, and connectivity; and addition and activation of civic/community spaces. The FDBA will enter into a contract with the qualified professional consultant for the provision of services in accordance with this Agreement and the Scope of Work attached hereto as Exhibit A.

2. **Study Area** - The geographic area of review shall be Butler Avenue to the south, Dale Avenue to the north, Elden Street to the east, and Milton Road/Sitgreaves Street to the west. These boundaries may change based on public input received during the process. This project also considers potential Bus Rapid Transit lines which may extend the area of review north towards Flagstaff Medical Center.
3. **Downtown Vision Advisory Committee** - Designated City, County, and NAIPTA staff shall serve on an Advisory Committee and participate throughout the entire process, including consultant selection, community meetings, etc. Additional staff from the Parties may participate as desired. It is anticipated that the Advisory Committee will meet monthly, unless Committee members agree meeting more or less frequently is advantageous to the project.
4. **Status Reports** - FDDBA and the selected consultant will provide written updates to City, County, and NAIPTA leadership at the beginning of the process, at key milestones, when direction is needed, and when a draft final report has been issued. FDDBA in conjunction with the consultant will provide in-person updates at City Council and County Board of Supervisor meetings as requested.
5. **Project Management** - FDDBA is responsible for procuring, in accordance with the City of Flagstaff procurement rules, and contracting with a qualified professional consultant to deliver the services set forth in this Agreement. FDDBA will be primarily responsible for managing the consulting contract and ensuring that the project deliverables are met.
6. **Funding Contributions** – FDDBA will invoice the City, the County, and NAIPTA for their respective contributions once the consulting contract is awarded and final contract amount is determined, in accordance with the following percentages:
 - City - 61.5%, not to exceed \$80,000
 - County - 15.5%, not to exceed \$20,000
 - NAIPTA - 15.5%, not to exceed \$20,000
 - FDDBA – 7.5%, not to exceed \$10,000 and project management services provided in lieu of additional cash payment

In the event that the cost of the consulting contract exceeds \$150,000, FDDBA has the right to cancel this Agreement upon 30 days written notice prior to execution of the consulting contract.

7. **Effective Date** –This Agreement shall be effective on the date it has been executed by the final party to sign below.
8. **Term** –This Agreement shall be recorded in the official records of Coconino County, Arizona, as soon as possible, but in any event within ten days of execution, shall be effective as of the date it is recorded, and shall continue in force and effect for a period of eighteen (18) months, with the option to renew for

an additional three (3) months with written approval from each party. This Agreement can be terminated for convenience by any party with 90-days written notice. In addition, this Agreement may be terminated by any of the Parties without penalty or further obligation, in accordance with the provisions of A.R.S. § 38-511.

- 9. Indemnification** - Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party/parties (as "indemnitee/s") 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/s, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor/s, its/their officers, officials, agents, employees, or volunteers.
- 10. Notices** - All notices to be given by one party to the other shall be in writing and sent by registered mail or hand delivered to each as follows:

Coconino County
Clerk of the Board
219 East Cherry Ave.
Flagstaff, AZ 86001

City of Flagstaff
Economic Vitality Director
211 West Aspen Ave.
Flagstaff, AZ 86001-5399

NAIPTA
Administrative Director
3773 N. Kaspar Drive
Flagstaff, AZ 86004

FDBA
Executive Director
120 N. Beaver Street, Suite 120
Flagstaff, AZ 86001

- 11. Amendment** - All amendments to this agreement must be in writing, approved by necessary governing bodies, and signed by duly authorized representatives of all Parties.
- 12. Authority** - Each party warrants that it has authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date set forth below.

COCONINO COUNTY:

By _____
James Jayne
County Manager

Date _____

Approved as to Form:

By _____
Deputy County Attorney

CITY OF FLAGSTAFF:

By _____
Coral Evans
Mayor

Date _____

ATTEST:

By _____
Stacy Saltzburg
City Clerk

Approved as to Form:

By _____
City Attorney

NAIPTA

By _____
Erika Mazza
Chief Executive Officer and General Manager

Date _____

Approved as to Form:

By _____
NAIPTA General Counsel

FDBA

By _____
Terry Madeksza
Executive Director

Date _____

Approved as to Form:

By _____

EXHIBIT "A"

DRAFT