REGULAR COUNCIL MEETING
TUESDAY
AUGUST 18, 2020

STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVENUE
3:00 P.M.

ATTENTION

IN-PERSON AUDIENCES AT CITY COUNCIL MEETINGS HAVE BEEN SUSPENDED UNTIL FURTHER NOTICE

The meetings will continue to be live streamed on the city's website (https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

PUBLIC COMMENT PROTOCOL

All public comments will be taken either telephonically or accepted as a written comment.

Public comment requests may be submitted to publiccomment@flagstaffaz.gov

If you wish to address the City Council with verbal public comment you must submit the following information:

First and Last Name
Phone Number
Agenda Item number you wish to speak on

If any of this information is missing, you will not be called. We will attempt to call you only one time. We are unable to provide a time when you may be called.

All comments submitted otherwise will be considered written comments and will be documented into the record as such, they will not be read out loud.

If you wish to email Mayor and Council directly you may do so at council@flagstaffaz.gov.

AGENDA

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. ROLL CALL

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR EVANS	
VICE MAYOR SHIMONI	COUNCILMEMBER ODEGAARD
COUNCILMEMBER ASLAN	COUNCILMEMBER SALAS
COUNCILMEMBER MCCARTHY	COUNCILMEMBER WHELAN

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life for all.

4. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

5. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Lijuan Zhen "Golden Dragon," 2730 E. Lakin Drive, Series 12 (restaurant), New License.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

B. **Consideration and Action on Liquor License Application:** Jeffrey Craig Miller, "Mayor," 101 S. San Francisco, Series 06, New Application.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:
1) Forward the application to the State with a recommendation for approval;
2) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

C. **Consideration and Action on Liquor License Application:** Franklin Garrison, Jr., "Flagstaff Station," 1800 N. Fort Valley Road, Series 12 (restaurant), New License.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

6. CONSENT ITEMS

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

A. **Consideration and Approval of Contract:** Central Square software proprietary purchase contract for continued service and maintenance for a three (3) year term, with automatic 1-year renewals unless sooner terminated.

STAFF RECOMMENDED ACTION:

1. Approve the purchase agreement with Superion/CentralSquare to renew and extend services and maintenance
2. Authorize the City Manager to execute all necessary documents.

B. **Consideration and Approval of Grant Agreement:** Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration (FAA) for the Design of a Snow Removal Equipment Building.

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement #3-04-0015-044-2020 with the U.S. Department of Transportation, Federal Aviation Administration in the amount of $859,977 for the Design of a Snow Removal Equipment Building.

C. **Consideration and Approval of Contract:** Integrated Library System (ILS) Project; Contract #2020-09 with ByWater Solutions in the amount not to exceed $160,200.00. Flagstaff City-Coconino County Public Library District; Replacement of Current Integrated Library System.

STAFF RECOMMENDED ACTION:

1. Approve the purchase agreement with ByWater Solutions for a new Integrated Library System.
2. Authorize the City Manager to execute all necessary documents.

D. **Consideration and Approval of Cooperative Purchase Contract:** Cisco Collaboration Enterprise Agreement with Advanced Network Management, Inc.

STAFF RECOMMENDED ACTION:

1. Approve a Cooperative Purchase Contract with Advanced Network Management, Inc. in an amount not to exceed $135,000 (plus applicable taxes) over a period of five (5) years under the State of Arizona cooperative purchase contract 1GPA 19-07PV-01; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Grant Agreement:** Acceptance of the Department of Justice's Office of Community Oriented Policing Services (COPS Office), Community Policing and Development (CPD) Microgrant for Officer Safety and Wellness for Flagstaff Police Department Staff.

STAFF RECOMMENDED ACTION:

Approve the award from the Department of Justice for grant funds in the amount of $88,770; there is no City match required for this grant.

7. **ROUTINE ITEMS**

A. **Consideration and Approval of Contract:** A cooperative purchase contract with Passport Labs, Inc. for parking enforcement software services utilizing the National Cooperative Purchasing Alliance (NCPA) Contract (Contract # 05-20).

STAFF RECOMMENDED ACTION:

Approve the contract with Passport Labs Inc. for parking software and services in an amount not-to-exceed $102,639.73 over a three year contract period, identified as Years 4, 5, and 6:

Annual Breakdown

- Year 4 $32,558.20
- Year 5 $34,186.11
- Year 6 $35,895.42

B. **Consideration and Adoption of Ordinance No. 2020-20:** An ordinance of the Flagstaff City Council authorizing the acquisition of approximately .082 acres of real property located at 424 East Butler Avenue, Coconino County Assessor Parcel Number 104-01-023, for the Lone Tree Overpass Project, providing for delegation of authority; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-20 by title only for the final time
2) City Clerk reads Ordinance No. 2020-20 by title only (if approved above)
3) Adopt Ordinance No.2020-20

C. **Consideration and Adoption of Ordinance No. 2020-19:** An Ordinance of the Flagstaff City Council authorizing the abandonment of a parking easement across real property located along the west side of Woodlands Village Boulevard north of McConnell Drive in exchange for a Flagstaff Urban Trails System easement; delegating authority, approving forms, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-19 by title only for the final time
2) City Clerk reads Ordinance No. 2020-19 by title only (if approved above)
3) Adopt Ordinance No. 2020-19

8. PUBLIC HEARING ITEMS

IF YOU WISH TO PROVIDE PUBLIC COMMENT ON THE FOLLOWING ITEM PLEASE EMAIL PUBLICCOMMENT@FLAGSTAFFAZ.GOV WITH YOUR NAME, ITEM NUMBER, AND PHONE NUMBER. STAFF WILL CONTACT YOU VIA PHONE TO PROVIDE YOUR COMMENTS TO COUNCIL AND THE PUBLIC, AT WHICH TIME COUNCIL MAY ASK YOU QUESTIONS IF COUNCIL DESIRES .

A. **Consideration and Adoption of Ordinance No. 2020-21:** Direct to Ordinance Zoning Map Amendment, by applicant Flagstaff at 4th, LLC, of approximately 13.65 acres of real property located at 1002 N Fourth Street (APN 106-08-005J) from Medium Density Residential (MR) to Highway Commercial (HC), for purposes of a horizontal mixed-use development containing commercial retail and multi-family residential uses. The development site is located in the Resource Protection Overlay (RPO).

STAFF RECOMMENDED ACTION:

The Planning & Zoning Commission recommends the City Council, in accordance with the findings presented by staff, approve the requested Direct to Ordinance Zoning Map Amendment for Flagstaff at 4th, LLC (PZ-18-00205-03) and take the following action:

At the August 18, 2020, Council Meeting:
1. Hold the Public Hearing.
2. Read Ordinance No. 2020-21 by title only for the first time.
3. City Clerk reads Ordinance No. 2020-21 by title only (if approved above).

At the September 1, 2020, Council Meeting:
4. Read Ordinance No. 2020-21 by title only for the final time.
5. City Clerk reads Ordinance No. 2020-21 by title only (if approved above).
6. Adopt Ordinance No. 2020-21.

9. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2020-49:** A resolution approving a Binding Waiver of Enforcement between the City of Flagstaff and Northgate Holdings, LLC related to properties owned by Northgate generally located north of Ellery Avenue and south of Dupont Avenue on South San Francisco Street.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-49 by title only
2) City Clerk reads Resolution No. 2020-49 by title only (if approved above)
3) Adopt Resolution No. 2020-49

B. **Consideration and Adoption of Resolution No. 2020-48:** A resolution of the Mayor and Council of the City of Flagstaff, Coconino County, Arizona, declaring official and adopting the results of the Primary/Special Election held on August 4, 2020.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-48 by title only
2) City Clerk reads Resolution No. 2020-48 by title only (if approved above)
3) Adopt Resolution No. 2020-48

C. **Consideration and Adoption of Ordinance No. 2020-22:** An ordinance granting to UNS Gas, Inc. an Arizona Public Service Corporation, its legal representatives, successors, lessees and assigns, certain powers, licenses, rights-of-way, privileges and franchise to construct, operate and maintain in the City of Flagstaff, State of Arizona, as now or hereafter constituted, works, systems and plans for the handling, production, manufacturing, transporting, storing, sale and distribution of gas into, out of, and through said municipality, and for the distribution and sale of such gas to said municipality, its inhabitants and others, including customers inside, beyond, and outside of the limits of said municipality; and to use the streets, avenues, easements, rights-of-way, alleys, highways, sidewalks, bridges and other structures and places and public grounds in said municipality for a period of twenty-five (25) years; and prescribing in connection therewith certain rights, duties, terms and conditions herein mentioned; and providing for the payment to said municipality of a percentage of certain revenues of grantee from its operations therein; and declaring an emergency

STAFF RECOMMENDED ACTION:

At the August 18, 2020 Council Meeting:
1) Read Ordinance No. 2020-22 by title only for the first time
2) City Clerk reads Ordinance No. 2020-22 by title only (if approved above)
At the September 1, 2020 Council Meeting:
3) Read Ordinance No. 2020-22 by title only for the final time
4) City Clerk reads Ordinance No. 2020-22 by title only (if approved above)
5) Adopt Ordinance No. 2020-22

10. DISCUSSION ITEMS

A. **Rio de Flag Flood Control Project - Update.**

B. **Priority Based Budgeting (PBB) Public Engagement Plan**

11. COUNCIL LIAISON REPORTS

12. FUTURE AGENDA ITEM REQUESTS

After discussion and upon agreement by three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Aslan to place on a future agenda a discussion for launching an extensive community dialogue that thoroughly and sufficiently explores the Black lived experience in Flagstaff, in the state, and in the nation. The Black community from Flagstaff should lead the way on this, although other black voices from outside are also valuable and should absolutely be invited to participate. The recommendation is that we partner with Flagstaff's Southside Community Association to have them lead the community dialogue.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember McCarthy to place on a future agenda a presentation to Council by the police department on their policies and procedures regarding racial profiling, de-escalation training, use of force, rules on the various types of choke holds, how complaints of inappropriate actions are handled, and procedures to prevent hiring officers that took inappropriate actions in other police departments. Presentation should include recommendations regarding procedures recently evolving in other cities where other professionals (e.g. paramedics, counselors, etc.) respond to calls that do not involve possible violence and do not require an armed officer. Also, consideration of creating a Public Safety Commission.

13. CITY MANAGER REPORT

A. City Manager Report

i. **Discussion and Direction:** Mountain Line Letters of Support

14. COVID-19 UPDATES

A. Discussion of the Re-Entry Plan and Monitoring Criteria

15. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS

16. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2020.

_____
Stacy Saltzburg, MMC, City Clerk

5. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE:

Consideration and Action on Liquor License Application: Lijuan Zhen "Golden Dragon," 2730 E. Lakin Drive, Series 12 (restaurant), New License.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting at the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Golden Dragon is an existing business in Flagstaff with a current Series 06 (Bar) license. If approved it will be the 90th active series 12 license in Flagstaff. Series 12 licenses are non-quota licenses. To view surrounding liquor licenses, please refer to the online interactive Liquor License Map.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Policy Impact:

Not applicable.

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

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:
Not applicable.

Key Considerations:
Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is August 21, 2020.

Community Benefits and Considerations:
This business will contribute to the tax base of the community.

Community Involvement:
The application was properly posted on July 24, 2020. No written protests have been received to date.

Attachments:
Letter to Applicant
Hearing Procedures
Series 12 Description
Golden Dragon - PD Memo
Golden Dragon - Zoning Memo
Golden Dragon - Map

City of Flagstaff

OFFICE OF THE CITY CLERK

August 3, 2020

Lijuan Zhen
Golden Dragon
11110 N. Tatum Boulevard
Phoenix, AZ 85028

Dear Ms. Zhen:

Your application for a new Series 12 Liquor License for Golden Dragon located at 2730 E. Lakin Drive in Flagstaff, AZ was posted on July 24, 2020. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, August 18, 2020 which will begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via phone and be prepared to answer any questions that the City Council may have. The instructions on how to join the online meeting will be emailed to you prior to the hearing. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on August 13, 2020 and the application may be removed from the premises at that time.

There is an $815 application fee which needs to be received prior to the hearing date. Payment can be made online at https://www.flagstaff.az.gov/2452/E--Services under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 or 928-220-5995.

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable
On-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of $20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

FLAGSTAFF POLICE DEPARTMENT
911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001• (928) 779-3646
ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Chief of Police
Kevin D. Treadway

MEMORANDUM

Memo # 20-050

TO **Chief Dan Musselman**

FROM **Sgt. Ryan Turley**

DATE **July 10th 2020**

REF **Series 12 Liquor License Application for Golden Dragon**

On July 10th, I initiated an investigation into an application for a renewal of a series 12, (Restaurant) license for Golden Dragon. Golden Dragon is located at 2730 E. Lakin Dr in Flagstaff, and the license number is 112179. Lijuan Zhen is the Agent, Premise Manager and Controlling Person. Lijuan provided evidence of completing the mandatory Liquor law training and I could not find evidence of her having any other liquor licenses. The business hours would be from 11:00 a.m. to 09:30 p.m., seven days a week. The proposed license location is outside 300 feet from any church or school.

I conducted a query through our local systems and public access on Lijuan and found no derogatory criminal records on Lijuan. I checked for current and historical liquor violations and did not find any for Lijuan or the Golden Dragon.

Based on this investigation, I recommend approval of the application for the renewal of the license.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Tiffany Antol, Planning Director

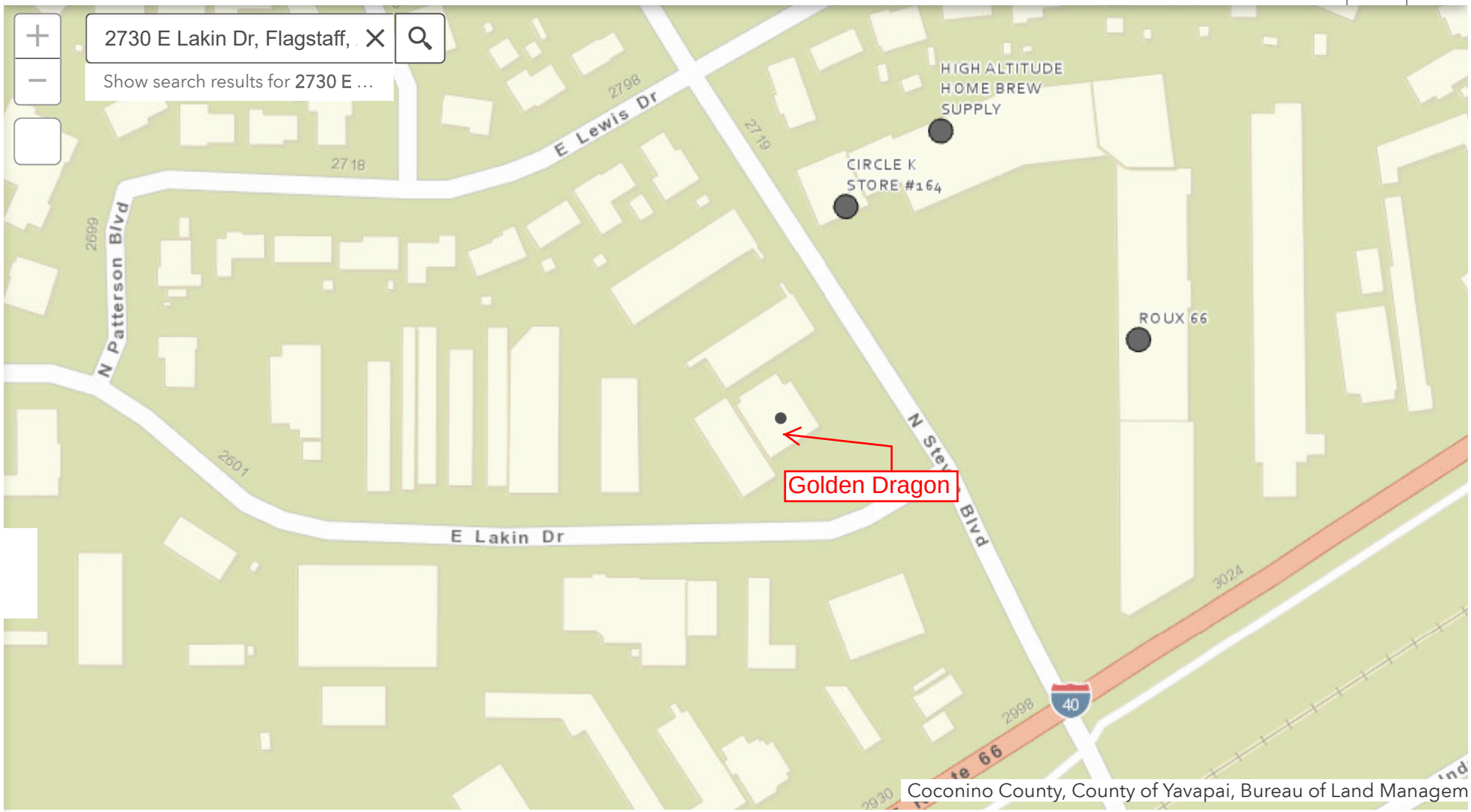
Date: July 14, 2020

Re: Application for Liquor License #112179
2730 E. Lakin Drive, Flagstaff, Arizona 86004
Assessor's Parcel Number 108-10-074D
Lijuan Zhen on behalf of Golden Dragon

This application is a request for a new Series 12 Restaurant liquor license by Lijuan Zhen on behalf of Golden Dragon. This business is located within the Community Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

Active Liquor Licenses City of Flagstaff GIS



5. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE:

Consideration and Action on Liquor License Application: Jeffrey Craig Miller, "Mayor," 101 S. San Francisco, Series 06, New Application.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:
1) Forward the application to the State with a recommendation for approval;
2) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. The applicant is requesting approval of two Series 06 (bar) licenses at this location. If approved, one of the licenses will be made inactive by the State.

A Series 06 license allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. Series 06 (bar- all spirituous liquor) licenses are obtained through the person and/or location transfer of an existing license from another business. Both licenses are new licenses and were purchased from the Arizona Liquor License Lottery. If approved, this license will be one of the 22 active series 06 licenses.

To view surrounding liquor licenses, please refer to the online interactive Liquor License Map.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Policy Impact:

Not applicable.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:
Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:
Not applicable.

Key Considerations:
Because the application is for a new application, consideration may only be given to the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is August 21, 2020.

Community Benefits and Considerations:
This business will contribute to the tax base of the community.

Community Involvement:
The application was properly posted on July 24, 2020. No written protests have been received to date.

Attachments:
Letter to Applicant
Hearing Procedures
Series 06 Description
Mayor - PD Memo
Mayor - Zoning Memo
Mayor - Map
RF Explanation of Derogatory Finding

City of Flagstaff

OFFICE OF THE CITY CLERK

August 3, 2020

Jeffrey Craig Miller
Mayor
PO Box 2502
Chandler, AZ 85244

Dear Mr. Miller:

Your applications for two new Series 06 Liquor Licenses for Mayor located at 101 S. San Francisco Street in Flagstaff, AZ was posted on July 24, 2020. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, August 18, 2020 which will begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via phone and be prepared to answer any questions that the City Council may have. The instructions on how to join the online meeting will be emailed to you prior to the hearing. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on August 13, 2020 and the application may be removed from the premises at that time.

There is an $815 application fee which needs to be received prior to the hearing date. Payment can be made online at https://www.flagstaff.az.gov/2452/E--Services under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 or 928-220-5995.

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

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3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 06 Bar (all spirituous liquor)

Transferable (From person to person and/or location to location within the same county only)
On & off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar.

A hotel or motel with a Series 06 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m. Monday through Saturday and 2:00 a.m. and 10:00 a.m. on Sundays.

Bar, beer and wine bar, and restaurant licensees must pay an annual **SURCHARGE** of $20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

FLAGSTAFF POLICE DEPARTMENT
911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001• (928) 779-3646
ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Chief of Police
Kevin D. Treadway

MEMORANDUM

Memo #20-054

TO: **Chief Dan Musselman**

FROM: **Sgt. Ryan Turley**

DATE: **July 21st 2020**

RE: **LIQUOR LICENSE APPLICATION – SERIES 6- FOR "The Mayor".**

On July 21st, I initiated an investigation into two applications for Series 6 (Bar) liquor licenses filed by Jeffrey Craig Miller (Agent), David Carpenter (Controlling Person), Ryan Field (Controlling Person), Timothy Pacatte (Controlling Person) and Jared Field (Controlling Person). The license numbers are 112441 and 112459, and they are for the Mayor located at 101 N. San Francisco St.

I conducted a query through local systems and public access on all individuals listed above. I found no derogatory records for Jeffrey Miller, David Carpenter, Timothy Pacatte and Jared Field. I found a criminal investigation regarding Ryan Fields where there was a warrant issued for his arrest. Ryan had written a letter which is attached to this application indicating that the incident is of someone issuing bad checks in his name and denies any involvement in the matter. I did not find any evidence of current liquor violations for the above-mentioned applicants.

Jeff confirmed he would attend the council meeting on August 18h, 2020. Jeff advised they would have typical bar hours and be open until 2 am. The bar is not within 300 feet of a school. I found evidence that Timothy, Jared and Ryan have taken the liquor law training class.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Tiffany Antol, Planning Director

Date: July 14, 2020

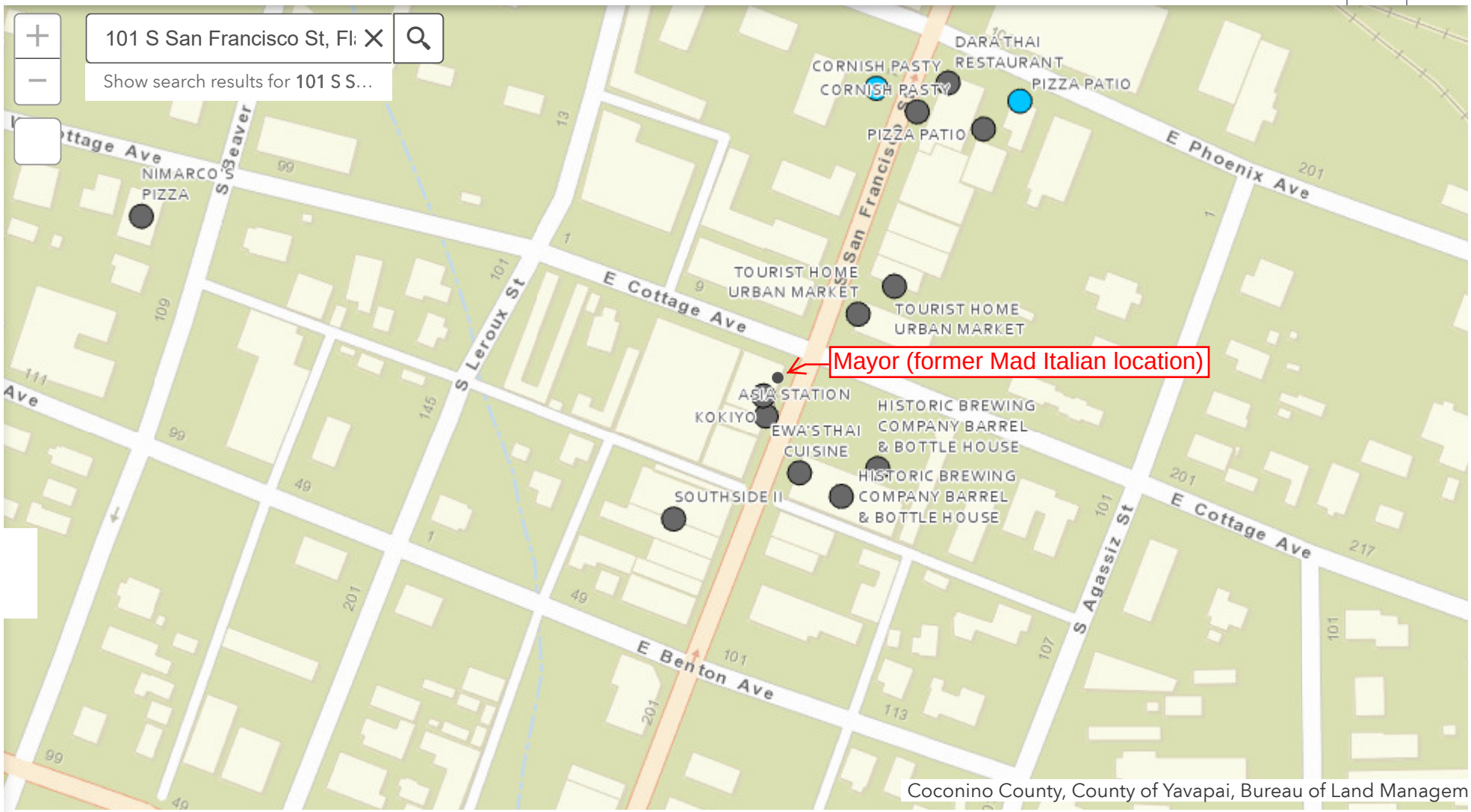
Re: Application for Liquor License #112441 & 112459
101 S. San Francisco St., Flagstaff, Arizona 86001
Assessor's Parcel Number 103-08-011A
Jeffrey Miller on behalf of Mayor

This application is a request for a new Series 6 Bar liquor license by Jeffrey Miller on behalf of Mayor. This business is located within the Community Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

Active Liquor Licenses

City of Flagstaff GIS



'20 JUN 17 PM 3:44 AZDLLC

Ryan M. Field
5500 E. Mt. Pleasant Dr. Flagstaff, AZ 86004

#14

AMENDMENT

To Whom It May Concern:

I received a call from a detective regrading a warrant in Pima County from an incident that happened in 2014. My vehicle was broken into and contents from my middle console were taken. There happened to be an old business check in there that was later taken to a market and goods were purchased. The check came back as insufficient funds. As soon as I was made aware of the situation, I immediately got the warrant quashed and plead my case to the judge for full dismissal based on the signature on the bottom of the check. The County Attorney was unaware of the "Bad Check Protocol" therefor an additional hearing is scheduled for November 25th which I hope to have settled at that point. Please do not hesitate to contact me if you have any questions?

Regards,

Ryan Field

'20 JUN 22 LAW. LIC. AM 9:53

5. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE:

Consideration and Action on Liquor License Application: Franklin Garrison, Jr., "Flagstaff Station," 1800 N. Fort Valley Road, Series 12 (restaurant), New License.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting at the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Flagstaff Station is a new business in Flagstaff. If approved it will be the 91st active series 12 license in Flagstaff. Series 12 licenses are non-quota licenses. To view surrounding liquor licenses, please refer to the online interactive Liquor License Map.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Policy Impact:

Not applicable.

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

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:
Not applicable.

Key Considerations:
Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is August 21, 2020.

Community Benefits and Considerations:
This business will contribute to the tax base of the community.

Community Involvement:
The application was properly posted on July 24, 2020. No written protests have been received to date.

Attachments:
Letter to Applicant
Hearing Procedures
Series 12 Description
Flagstaff Station - PD Memo
Flagstaff Station - Zoning Memo
Flagstaff Station - Map

City of Flagstaff

OFFICE OF THE CITY CLERK

August 3, 2020

Franklin Garrison, Jr.
Flagstaff Station
6761 Blue Mountain Trail
Flagstaff, AZ 86001

Dear Mr. Garrison:

Your application for a new Series 12 Liquor License for Flagstaff Station located at 1800 N. Fot Valley Road in Flagstaff, AZ was posted on July 24, 2020. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, August 18, 2020 which will begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via phone and be prepared to answer any questions that the City Council may have. The instructions on how to join the online meeting will be emailed to you prior to the hearing. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on August 13, 2020 and the application may be removed from the premises at that time.

There is an $815 application fee which needs to be received prior to the hearing date. Payment can be made online at https://www.flagstaff.az.gov/2452/E--Services under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 or 928-220-5995.

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable
On-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of $20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

FLAGSTAFF POLICE DEPARTMENT
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ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Chief of Police
Kevin D. Treadway

MEMORANDUM

Memo #20-058

TO: **Chief Dan Musselman**

FROM: **Sgt. Ryan Turley**

DATE: **August 3rd 2020**

RE: **LIQUOR LICENSE APPLICATION – SERIES 12-FOR "Flagstaff Station".**

On August 3rd, I initiated an investigation into an application for Series 12 (Restaurant) liquor license filed by Franklin Garrison Jr (Agent and Controlling Person), The license # is 112935, and it is for Flagstaff Station located at 1800 N. Fort Valley Road.

I conducted a query through local systems and public access on Franklin and I found no derogatory records. I found that Mr. Garrison has an additional liquor license for a business in Sedona. I conducted a search for that business, and it did not have any current or historical liquor violations. I discovered that Mr. Garrison has taken the mandatory liquor training course.

Mr. Garrison confirmed he would attend the council meeting on August 18^{h}, 2020. He advised they would serve single containers of beer and wine. They would be typical 12 to 16 oz beers and 8 oz glasses of wine (no large amount of alcohol in a single container similar to 40 oz) . He stated that they intended to focus on local crafts brews. The hours open with be from 7 am to 5 pm.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Tiffany Antol, Planning Director

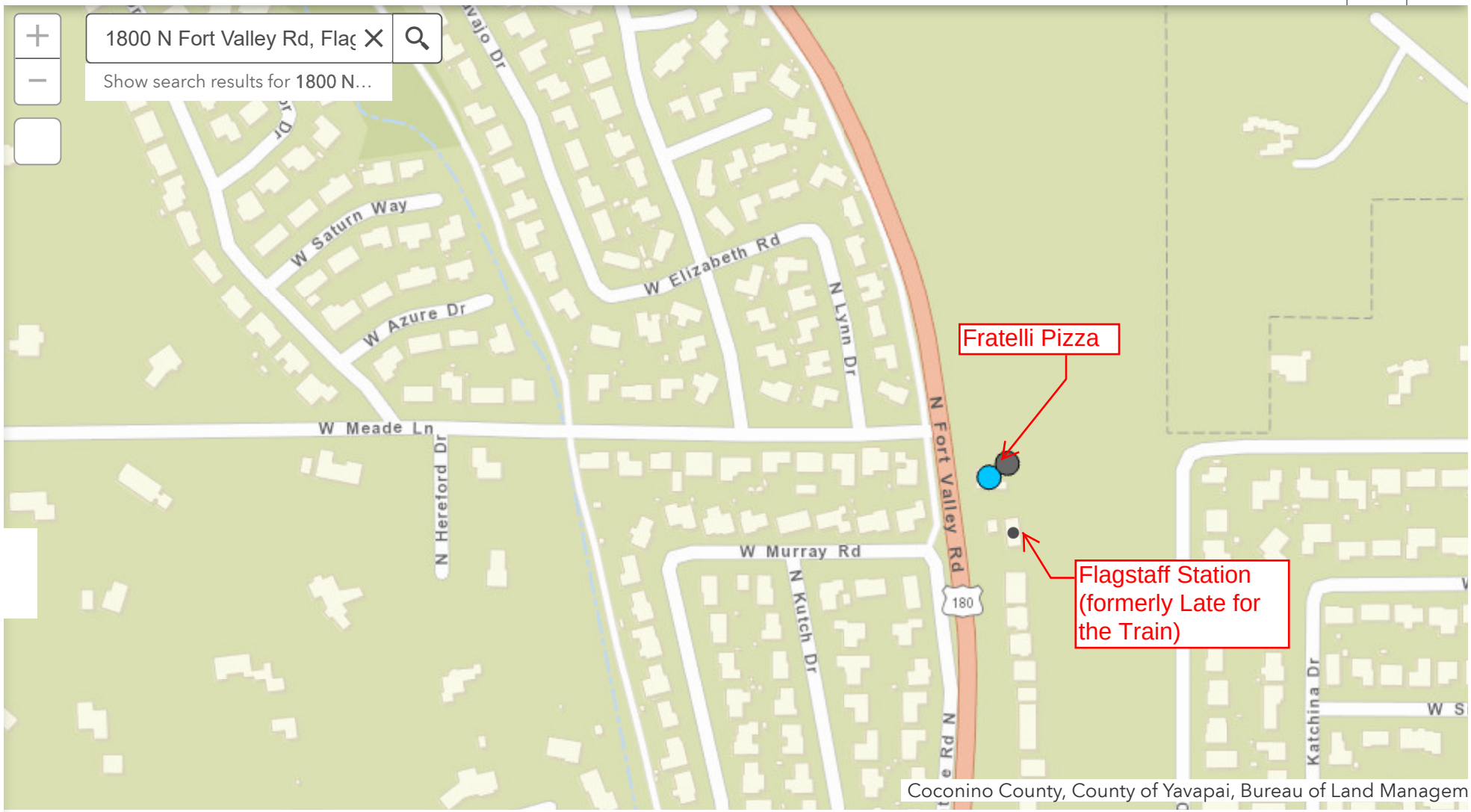
Date: July 14, 2020

Re: Application for Liquor License #112935
1800 N. Fort Valley Rd., Flagstaff, Arizona 86001
Assessor's Parcel Number 102-07-001A
Franklin Garrison on behalf of Flagstaff Station

This application is a request for a new Series 12 Restaurant liquor license by Franklin Garrison on behalf of Flagstaff Station. This business is located within the Surburban Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

Active Liquor Licenses City of Flagstaff GIS



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Wayne Anderson, IT Manager - Applications

Date: 08/11/2020

Meeting Date: 08/18/2020

TITLE:

Consideration and Approval of Contract: Central Square software proprietary purchase contract for continued service and maintenance for a three (3) year term, with automatic 1-year renewals unless sooner terminated.

STAFF RECOMMENDED ACTION:

1. Approve the purchase agreement with Superion/CentralSquare to renew and extend services and maintenance
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

Staff is requesting the approval of the Central Square software and hardware system contract. This contract is to provide professional service for system maintenance. Allowing functionality for both the City's Payroll and Fleet areas, resulting in employee time entry, paychecks, direct deposits, etc. and Fleet providing such services as vehicle and asset inventory, repair workorders, and warranty.

In 2018 the City modified the terms of service to have Central Square host its server in their "cloud" and carry more responsibility for supporting the software, hardware, disaster recovery, etc.

This current contract change has been adjusted in two areas. First, discontinuation of the service maintenance agreement for four modules that are no longer utilized. This reduces the annual maintenance costs. Second, clarified terms where the contract from 2018 had ambiguity. These items have been organized to align expectations between the City and Central Square. Central Square has honored these items and executed these new changes effective July 1st, 2020.

Financial Impact:

These contract changes produce a cost savings of almost $15,000 for FY 2020-2021.

Previous FY 2020-2021 Cost: $81,116.39
Proposed FY 20202-2021 Cost: $66,649.90

This contract is budgeted in FY2020-2021 in account number 001-01-014-0041-1-4231.

Prices increase by 11% for FY 2021-2022 (due to prorating of items) and thereafter 5% each year. This equates to the following:
Year 1: $66,649.90; Year 2: $74,101.30; and Year 3: $77,806.36. Prices in renewal years thereafter

would need to be mutually agreed upon.

Policy Impact:

None

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

Key Community Priority: High Performing Governance

This money-saving contract change will support the Council's Key Community Priority of High Performing Governance and further the associated Objectives of:

- Serving the public by providing high quality internal and external customer service
- Enhancing the organization's fiscal stability and increasing efficiency and effectiveness

Has There Been Previous Council Decision on This:

This contract has been in front of Council many times over the 25 years (plus) the City has been using this system.

Options and Alternatives:

Option 1: Approve contract as submitted. Recommended by IT and Management Services divisions due to the exposure of risk of a failure of payroll, Fleet services and/or other business-critical support; or

Option 2: Provide direction on amending the contract; or Option 3: Not approve the contract.

Background/History:

In 2018 the City contracted with Superion, LLC to upgrade critical payroll, human resources, and other software, as well as provide support for the software that performs the City's payroll and other business critical solutions.

Key Considerations:

Keeping this system under support is critical to reduce exposure to risk. Without continued service and maintenance of this system, there would be a very high risk of missing a payroll, which will affect ASRS, PSPRS, Voya, garnishments, federal and state taxes and more. The amount of work to recreate a missed payroll is difficult to quantify but is known to be enormous. The City may also face possible fees and legal liabilities.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

The ability to pay staff in a timely manner is important to the community. Having a reliable software helps assure the City can meet its financial and work order commitments.

Expanded Options and Alternatives:

None

Attachments: Former Central Square Contract

Proposed new Central Square contract
Proprietary Justification form

ASP Order

By the signatures of their duly authorized representatives below, the Superion, LLC entity identified below ("**Superion**") and the customer identified below ("**Customer**"), intending to be legally bound, agree to all of the provisions of this Order (the "**Order**"), and agree that this Order represents a separate contract between such Superion entity and Customer, with an order execution date of the latest date shown on the signature page below (**"Order Execution Date"**) and order effective date of the first of the month following the Order Execution Date ("**Order Effective Date**"). This Order incorporates and is governed by all of the terms of the Superion Standard Terms and Conditions version 2016 January, attached hereto as Exhibit 3 ("SST") as if the Superion entity was "Superion" and Customer was "Customer" thereunder.

Capitalized terms not defined in this Order have the meaning given them in the SST.

Superion, LLC	**City of Flagstaff**
1000 Business Center Dr. Lake Mary, FL 32746	211 W. Aspen Ave. Flagstaff, AZ 86001
By:	By:
Print Name: Brad Surminsky	Print Name: Barbara Goodrich
Print Title: CFO	Print Title: Interim City Manager
Date Signed: May 24, 2018	Date Signed: 6/1/18

SUPERION ORDER # **00003882**

SOLUTION AND RELATED INFORMATION

1. **SOLUTION: Superion NaviLine Public Administration applications identified in Exhibit 1.**

2. **TRANSMISSION OF CUSTOMER SUPPLIED DATA:** The Solution will be operated by the Customer via workstations. Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superion staff and each session participant. In addition, and subject to a separate written agreement between the parties, including agreement upon the additional fees payable in that respect to cover dedicated communication costs, Superion may provide WAN/VPN connectivity to Customer for accessing the hosted environment for custom application and interfaces.

3. **DOCUMENTATION:** Superion's standard user manuals for the Solution listed above.

4. **INITIAL TERM:** Thirty-six (36) months commencing on the Order Effective Date.

5. **RENEWAL RIGHTS:** Upon expiration of the Initial Term set forth above this Order shall automatically renew for successive one (1) year Renewal Terms at the then-current rates. Either party may elect to not enter into a Renewal Term by providing the other party with written notice at least one hundred and twenty (120) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be.

City of Flagstaff
Sole Source HTC Upgrade and Maintenance Re-Establish Contract
Superion, LLC

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

for

CITY ATTORNEY

6. **SCOPE OF USE**

a. **DESIGNATED LOCATION(s):** Customer's offices in City of Flagstaff, AZ. Customer's Authorized Users may access the Solution from anywhere in the United States, subject always to the Export Laws and the total number of Authorized Users licensed hereunder.

7. **FEES**

A. ANNUAL ACCESS FEES: SEE EXHIBIT 1

a. ADDITIONAL AUTHORIZED USERS FEES: Customer acknowledges that the Annual Access Fee set forth above has been determined based on the number of Authorized Users licensed on the Order Effective Date. If Customer desires at any time during the term of this Order to increase the number of Authorized Users beyond the number of Authorized Users set forth above, Customer shall provide Superion with advance written notice and Superion may increase the Access Fee payable under this Order accordingly.

b. OTHER FEES: If Customer's use of the Solution increases in any way which would reasonably cause Superion to incur additional hardware costs to maintain such increased usage, Superion shall invoice Customer for such fees as are reasonable in respect of such additional hardware cost incurred.

B. LICENSE FEES: SEE PROJECT COST SUMMARY - EXHIBIT 1

C. PROFESSIONAL SERVICES, START-UP, AND MAINTENANCE FEES– SEE PROJECT COST SUMMARY - EXHIBIT 1

D. THIRD PARTY PRODUCTS FEES: SEE PROJECT COST SUMMARY - EXHIBIT 1

8. **THE LIABILITY CAP:** Shall be the total of the Professional Services and Annual Access Fees actually paid by Customer to Superion under this Order during the twelve (12) month period immediately preceding the event giving rise to the claim occurring.

9. **PAYMENT TERMS:**

a. License Fees are due as follows: 100% on the Execution Date.

b. Start Up Fees are due as follows: 100% on the Execution Date.

c. The Annual Access Fee is due upon the Order Effective Date and annually thereafter on the anniversary date thereof.

d. Professional Services Fees are due as follows: Billed monthly as incurred.

e. Third Party Products Software & Hardware Fees are due as follows: 100% on the Execution Date.

f. Third Party Products Services Fees are due as follows: 50% Upon Execution Date; 50% upon Completiong.

g. Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the Superion Corporate Travel Expense Guidelines attached hereto as Exhibit 2.

10. ADDRESSES

a. **CUSTOMER ADDRESS FOR INVOICES:** 211 W. Aspen Ave., Flagstaff, AZ 86001

b. **CUSTOMER ADDRESS FOR NOTICES:** 211 W. Aspen Ave., Flagstaff, AZ 86001

c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** 211 W. Aspen Ave., Flagstaff, AZ 86001

d. **SUPERION'S ADDRESS FOR NOTICES:**

Superion, LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

11. OTHER TERMS:

a. Customer shall procure the Specified Configuration set forth in Annex 1 in accordance with Section 2 of the SST.

b. Superion shall provide the access to the Solution during the hours described in Annex 2 attached hereto, and provide the Solution Support described in Annex 2.

c. Superion shall provide and install new releases of the Solution at no additional charge. However Customer shall be responsible for the payment of consulting fees on a time and material basis in respect of any professional services provided by Superion for the upgrade of any customizations to the Solution made by Superion at Customer's request; provided the parties enter into a professional services schedule in respect of any such upgrade which shall stipulate the applicable then-current professional fee rates in respect thereof.

d. As and when Customer is required to upgrade to a new release, Superion shall make such new release available to Customer in a test environment for a period of at least sixty (60) days (the "**Parallel Run Period**"). Unless Customer reports to Superion any material errors in such new release, Customer shall accept modifications, revisions and updates in the Solution and Documentation, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented by Superion. If material errors are discovered during the Parallel Run Period, the Parallel Run Period shall automatically be extended by the number of days between the date that any material errors where reported and the date that Superion has remedied such errors. Customer acknowledges that modifications, revisions and updates in the Solution permitted by this Order may result in changes in the form, timing or other features of on-line services, reports and other Solution provided under this Order.

e. If Customer's use of the Solution increases in any way which would reasonably cause Superion to incur additional hardware costs to maintain such increased usage, Superion shall invoice Customer for such fees as are reasonable in respect of such additional hardware cost incurred.

f. **Conversion:** Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by the Superion Systems Change Request (SCR) form which will be prepared for the Customer by the Superion Conversion Team Manager. There will be a Two Hundred Fifty dollar ($250.00) non-refundable Access Fee for preparation of each SCR requested by the Customer. Superion will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment, which includes the non-refundable Access Fee. The final fifty percent (50%) payment is due upon completion. Data

must be given to Superion in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Order are attached for Customer signature and return to Superion along with this Order.

g. If after the expiration of the term of this Order Customer converts to a different vendor's applications, Superion will provide, upon payment of Superion's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing its information and placing said information in Superion's standard format for input to the other vendor's applications. In the event Customer requests a non-standard deconversion, Superion shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by Superion for such services.

12. OTHER TERMS APPLICABLE TO THIS ORDER: (If applicable)

- **COGNOS THIRD PARTY PRODUCTS SUPPLEMENT**
- **SUPPORT STANDARDS SUPPLEMENT**
- **SUPERION STANDARD TERMS (SST) – EXHIBIT 3**
- **SUPERION TRAVEL EXPENSE GUIDELINES (EXHIBIT 2)**
- **TRANSACTION MANAGER SUPPLEMENT**
- **ANNEX 1 – SPECIFIED CONFIGURATION**
- **ANNEX 2 – SOLUTION AVAILABILITY AND SUPPORT**

EXHIBIT 1 – ACCESS AND SERVICES FEES

A. ACCESS FEES – INITIAL TERM

Term	Annual Access Fees
Year 1	$74,481.98
Year 2	$78,206.08
Year 3	$81,116.39

Access Fees for any Year subsequent to the Initial Term are subject to change and will be specified by Superion in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS ORDER FORM, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

B. OTHER FEES - COST SUMMARY (License Fees, Professional Service Fees, Start-Up Fees, Annual Access Fees)

	Applications and/or Services	License Fees	Professional Services	Start-Up Fee	Annual Access Fee
New NaviLine Products	GMBA w/Extended Reporting, Fixed Assets, Human Resources, Accounts Receivable, Purchasing/Inventory, Fleet Management, Work Orders/Facility Management, Land/Parcel Mgmt, Click2Gov3 Employee Self Service, Customer Information System, Cash Receipts	$ 68,178.06	Included in Professional Services	$10,000.00	$ 74,481.98
New Third Party Products	AnalyticsNOW	$ 14,260.00	Included in Professional Services	Included in Startup Fees	Included in Annual Access Fee
Professional Services	Installation & Configuration $11,200.00 Training $67,840.00 Project Management $2,560.00	N/A	$ 81,600.00	N/A	N/A
Professional Services Third Party	Installation & Configuration $2,800.00 Training $16,000.00		$ 18,800.00	N/A	N/A
Horizon Cloud Services	Hardware and software will be hosted and managed by Superion. Site to Site VPN, Setup, Implementation, HELP Card, Disaster Recovery Plan for Superion applications.	N/A	N/A	Included in Startup Fees	Included in Annual Access Fee
NaviLine Test Environment	2 refreshes per year; $600 per additional refresh.	N/A	N/A	Included in Startup Fees	Included in Annual Access Fee
Private Environment					
	Total Proposed System:	**$ 82,438.06**	**$100,400.00**	**$10,000.00**	**$ 74,481.98**

EXHIBIT 2

SUPERION TRAVEL EXPENSE GUIDELINES

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Superion will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

$57.00 per day Standard Per Diem

$11.40 – Breakfast

$14.25 – Lunch

$31.35 – Dinner

EXHIBIT 3

These Superion Standard Terms ("SST") may be incorporated into one or more orders referencing these SST (each, an "Order"). Each Order, together with these SST, shall form a separate agreement (this "Agreement"), by and between the Person identified on the Order ("Customer") and the Superion Company identified on the Order ("Superion"), applicable to the proprietary solution identified on the Order (the "Solution"), as such Solution may be modified, revised and updated from time to time. Only the Customer and Superion entities that execute the Order will be liable for the obligations under that Order. Each Order will be effective upon the latest date shown on the signature page of the Order ("Order Execution Date").

1. **Scope**. Customer may use the Solution only in the ordinary course of Customer's internal business operations for the benefit of Customer and only in accordance with the terms on the Order, the Documentation, this Agreement, including the Scope of Use. Customer shall be liable for any breach of the terms of this Agreement by any persons given access to the Solution by Customer.

2. **Specified Configuration**. Customer shall, at its expense, procure and maintain the computer hardware, systems software and other items required for use of, or access to, the Solution, including those described in the Order and Documentation (the "**Specified Configuration**") and for updating the Specified Configuration in accordance with Superion's published updates. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration prior to the scheduled start of implementation. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to begin using the Solution in production on a timely basis as contemplated by this Agreement and satisfy any Customer requirements necessary for Superion to complete the professional services described in Section 6. Superion is not responsible for any delays or additional fees and costs associated with Customer's failure to timely perform its obligations under this Section 2.

3. **Payments**.

3.1 **Fees**. Customer shall pay to Superion the fees stated in the Order, in accordance with the payment terms stated on the Order. Superion shall invoice all other fees, as and when incurred. All invoices shall be sent to Customer's address for invoices stated on the Order. Except as otherwise specified on the Order, Customer's payments shall be due within thirty (30) days after the invoice date. A late payment fee at the rate of 12% per year (or, if lower, the maximum rate permitted by applicable law) shall accrue on any amounts thirty (30) days past due and unpaid by Customer to Superion, except for Disputed Amounts. Superion may not increase the fees and charges payable under this Agreement, unless otherwise stated in this Agreement or in the Order. Except as provided in Section 4.2(c), all fees and other amounts paid by Customer under this Agreement are non-refundable.

3.2 **Taxes**. The fees and other amounts payable by Customer to Superion under this Agreement do not include any taxes, duties, levies, fees or similar charges of any jurisdiction ("**Taxes**") that may be assessed or imposed in connection with the transactions contemplated by this Agreement, excluding only taxes based upon Superion's net income. Customer shall directly pay any such Taxes assessed against it, and Customer shall promptly reimburse Superion for any such Taxes payable or collectable by Superion.

3.3 **Certain Remedies for Non-payment**. If Customer fails to pay to Superion, within ten (10) days after Superion makes written demand therefor, any past-due amount payable under this Agreement (including any applicable late payment fee) that is not a Disputed Amount, in addition to all other rights and remedies which Superion may have, Superion may, in its sole discretion and with further notice to Customer stating the suspension date, suspend performance of any or all of its obligations under this Agreement (other than Section 5). Superion shall have no liability for Customer's use of the Solution until all such past-due amounts and any applicable reinstatement fees are paid in full.

4. **Warranties, Covenants and Limitations**.

4.1 **Compliance with Laws**. Superion shall comply with all laws, enactments, orders and regulations applicable to it as the provider of services under this Agreement. Customer shall comply with all laws, enactments, orders and regulations applicable to it as the recipient and user of services under this Agreement.

4.2 **No Infringement**. Superion shall indemnify and defend Customer against, any third-party claim asserting that the Solution, as and when made available to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement, infringes upon (i) any patent issued as of the date of this Agreement by a country that is a signatory to the Paris Convention, (ii) any copyright of any country that is a member of the Berne Convention as of the date of this Agreement, or (iii) any trade

secret or other proprietary right of any Person (collectively, "**IP Rights**"). Superion shall have no obligation under this Section 4.2 unless Customer promptly gives notice to Superion within ten (10) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve Superion of its liability and obligations under this Section 4.2 only to the extent that Superion is prejudiced by such later notice) and allows Superion to have sole control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing. The remedies provided in this Section 4.2 are the sole remedies for a claim of infringement or misappropriation hereunder. If any applicable infringement claim is initiated, or in Superion's sole opinion is likely to be initiated, Superion may at its option and expense:

(a) modify or replace all or the allegedly infringing part of the Solution so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or

(b) procure for Customer the right to continue using the allegedly infringing part of the Solution; or

(c) remove all or the allegedly infringing part of the Solution, and (i) if Customer has paid a one-time upfront initial license fee for the applicable Solution, refund to Customer the corresponding portion of the license fee paid by Customer to Superion for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Execution Date, or (ii) if Customer is paying for the use of the Solution on a recurring basis, refund to Customer the corresponding portion of the unused recurring fee(s) paid by Customer to Superion with respect to the applicable Solution, and in each such case this Agreement shall terminate with respect to the Solution or part thereof removed.

4.3 **Harmful Code**. Using a recent version of a reputable virus-checking product (to the extent commercially available), Superion will check the Solution, as well as any systems used to deliver the Solution, for any viruses, worms or similar harmful code ("**Harmful Code**") and will use commercially reasonable efforts to eliminate any such Harmful Code that Superion discovers.

4.4 **Exclusion for Unauthorized Actions**. Superion is not liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Solution by or on behalf of Customer, any unauthorized combination of the Solution with other software or services (other than as specified in the Specified Configuration), any use of any version of the Solution other than the Supported Release, a failure to subscribe to support services if then offered for the Solution, any Third-Party Hardware or Third-Party Services, and Third-Party Software or Open Source Software (except as set forth in Sections 4.10 and 4.12), any wrongful act or omission by Customer, its Affiliates or its customers or any breach of this Agreement by Customer.

4.5 **Force Majeure**. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations, which shall be suspended only for so long as the force majeure event renders Customer unable by any means to transmit payments when due hereunder) as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6 **Disclaimer**. **EXCEPT AS STATED IN SECTIONS 4, 6.5 AND 9.5, THE SOLUTION, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.**

4.7 **Limitations Cap**. **EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE LIABILITY CAP.**

4.8 **Consequential Damage Exclusion**. **UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION, SERVICES OR OTHER SOFTWARE UNDER THIS AGREEMENT) BE LIABLE TO THE OTHER OR ANY**

OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES, (b) LOST PROFITS, (c) LOSS OF BUSINESS, (d) TRADING LOSSES, (e) INACCURATE DISTRIBUTIONS OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CUSTOMER'S USE OF THE SOLUTION OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR PURPOSES OF CLARIFICATION, THE FOLLOWING SHALL BE DEEMED "DIRECT DAMAGES" AS BETWEEN CUSTOMER AND SUPERION FOR THE PURPOSES OF THIS AGREEMENT (i) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2; (ii) CUSTOMER'S OUT-OF-POCKET COSTS TO NOTIFY AFFECTED PERSONS AND/OR PAY FOR CREDIT MONITORING SERVICES FOR SUCH PERSONS FOR A ONE-YEAR PERIOD INCURRED AS A RESULT OF SUPERION'S BREACH OF SECTION 5.

4.9 **Exceptions**. **THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 4.7 AND 4.8 SHALL NOT APPLY TO: (a) BREACHES OF THE SCOPE OF USE; (b) FAILURE TO PAY FEES WHEN DUE; (c) DAMAGES CAUSED BY EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (d) A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY'S NEGLIGENCE; OR (e) A PARTY'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH LIMITATION OR EXCLUSION IS NOT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN SECTION 4.7 DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2.**

4.10 **Third-Party Software**. To facilitate Customer's access and use of the Third-Party Software, the licensor(s) of such Third-Party Software have agreed to allow Superion to provide the Third-Party Software to Customer subject to the following additional conditions: (i) the Third-Party Software shall be used only in conjunction with any permissible use of the Solution specifically authorized in this Agreement, and (ii) the Third-Party Software shall be used only in accordance with licensor's terms and conditions and documentation for the Third-Party Software which, unless otherwise included in a specific Supplement to the Order, shall be provided to Customer with the receipt of such Third-Party Software. Superion shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to Superion by the licensor(s) of the Third-Party Software, to the extent possible without additional cost to Superion, as and if permitted by Superion's agreement with the licensor of the Third-Party Software, and to the extent such warranties and indemnities pertain to Customer's use of the Third-Party Software hereunder. In the event of any defect in any Third-Party Software (in the form delivered by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), Superion will use commercially reasonable efforts to replace or correct the Third-Party Software without charge. If Superion complies with this provision, it shall face no further liability with respect to any defect in any Third-Party Software.

Unless as otherwise provided in a specific Supplement to the Order, or as provided in the licensor's terms and conditions, Superion shall provide Level 1 support of the Third-Party Software. For purposes herein, Level 1 Support shall mean:

1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;

2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third-Party Software problem by accessing third party online support resources; and

3) If it is determined to be a Third-Party Software problem, contacting the Third-Party Software technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third-Party Software support engineer.

4.11 **Third-Party Hardware and Third-Party Services.** Customer is hereby advised that the third party, and not Superion, assumes all responsibility for and liability in connection with the Third-Party Hardware and Third-Party Services, and is solely responsible for delivering the Third-Party Hardware and Third-Party Services to Customer. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent

the fees for the Third-Party Hardware or Third-Party Services as the same is provided for in the Order and to accept payment of such amounts from Customer on behalf of the third party.

4.12 **Open Source Software Components**. The Solution may be provided with or included Open Source Software, including that Open Source Software identified in the Documentation or on the support services website for the Solution. The Open Source Software is licensed under the terms of the open source license that accompanies or is made available with such Open Source Software, including via a website designated by Superion. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. Open Source Software shall not be deemed to be part of the Solution under this Agreement and Superion shall have no liability relating to such Open Source Software; provided, however, that Superion shall be responsible for fixing Errors caused by the Open Source Software to the same extent as Superion's ongoing support obligations as set forth in Section 8.5 and 9.3 of this Agreement.

4.13 **Open Negotiation**. Customer and Superion have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability of the parties is to be limited in accordance with the provisions of this Agreement.

4.14 **Title and Risk of Loss.** In no event will Superion be deemed to have taken title or any similar right or interest in or of any Third-Party Software or Third-Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third-Party Software or Third-Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

4.15 **Disclaimer.** Except as may be provided in Section 4.10 above, Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD-PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD-PARTY PRODUCTS. SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUPERION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD-PARTY PRODUCTS.**

4.16 **Other Limitations**. The warranties made by Superion in this Agreement, and the obligations of Superion under this Agreement, run only to Customer and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement (including any right to be consulted in connection with any variation or rescission of the Agreement agreed between Superion and Customer), even if such Affiliates, customers or other Persons are provided access to the Solution or data maintained in the Solution via the Internet or other networked environment. Except to the extent specified in an Order, Superion shall not be deemed Customer's official record keeper for regulatory or other purposes and shall have no obligation to retain any records or data on Customer's behalf after termination or expiration of this Agreement.

5. Confidentiality, Security, Ownership and Use Restrictions.

5.1 **Confidentiality**. The party receiving Confidential Information ("**Receiving Party**") of the other ("**Disclosing Party**") shall not, and shall cause its Authorized Recipients not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. Prior to disclosing the Confidential Information to its Authorized Recipients, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable opportunity to contest such disclosure or obtain a protective order.

5.2 **Security**.

(a) Superion will implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated

threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.

(b) If Customer makes the Solution or data maintained by the Solution accessible through the Internet or other networked environment, Customer shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of the Solution, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

(c) To the extent that Third-Party Users are permitted to have access to the Solution, Customer shall maintain agreements with such Third Party Users that adequately protect the confidentiality and intellectual property rights of Superion in the Solution and Documentation, and disclaim any liability or responsibility of Superion with respect to such Third Party Users.

5.3 **Personal Data**. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then: (i) Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Solution and perform its other obligations under this Agreement; and (iii) Superion shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

5.4 **SG Solution Details**. The SG Solution Details are trade secrets and proprietary property of Superion or its licensors, having great commercial value to Superion or its licensors. Title to all SG Solution Details and all related intellectual property and other ownership rights shall be and remain exclusively with Superion or its licensors, even with respect to such items that were created by Superion specifically for or on behalf of Customer. Superion and its Affiliates may freely use Feedback without attribution or the need for Superion, its Affiliates or any third party to pay Customer or any third party any royalties or other fees of any kind. This Agreement is not an agreement of sale, and no intellectual property or other ownership rights to any SG Solution Details are transferred to Customer by virtue of this Agreement. All copies of SG Solution Details in Customer's possession shall be deemed to be on loan to Customer during the term of this Agreement.

5.5 **Use Restrictions**. Except to the extent specifically authorized by this Agreement, Customer shall not, shall not attempt to, and shall not permit any other Person under its reasonable control to: (a) use any SG Solution Detail for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any Copy of any SG Solution Detail; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble the Solution except to the extent specifically permitted by applicable law; (d) modify, adapt, translate or create derivative works based upon the Solution or Documentation, or combine or merge any part of the Solution or Documentation with or into any other software or documentation except to the extent specifically permitted by applicable law; (e) refer to, disclose or otherwise use any SG Solution Detail as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Solution or (ii) to compete with Superion; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any SG Solution Detail, or fail to preserve all copyright and other proprietary notices in any Copy of any SG Solution Detail made by Customer; (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, sub-contractor, consultant or partner, any right to use any SG

Solution Detail or allow such other Person to use or have access to any SG Solution Detail, whether on Customer's behalf or otherwise; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise.

5.6 **Notice and Remedy of Breaches**. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

5.7 **Enforcement**. Each party acknowledges that any breach of any of the provisions of this Section 5 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach.

6. Professional Services.

6.1 **Professional Services**. An Order may identify certain Professional Services. .

6.2 **Professional Services Fees**. Customer shall pay to Superion the professional services fees stated on the Order. In each case where professional services fees are not specified on the Order, then the fees for such services shall be based upon Superion's then standard professional services fee rates.

6.3 **Expense Reimbursements**. Customer shall reimburse Superion for reasonable travel, living and other out-of-pocket expenses incurred by Superion personnel in connection with all services, including, but not limited to, Professional Services and maintenance and support rendered by Superion. Reimbursable expenses shall be incurred by Superion personnel in accordance with Superion's then current per diem travel expense guidelines, a copy of which will be included in the Order. Superion shall invoice Customer for reimbursement of these expenses on a monthly basis, as incurred.

6.4 **Cooperation and Access to Facilities, Data and Employees**. To the extent reasonably necessary for Superion to perform its obligations under this Agreement, Customer shall provide to Superion access to Customer's location site, equipment, data and employees, and shall otherwise cooperate with Superion in its performance hereunder, all as reasonably necessary for Superion to perform its obligations under this Agreement.

6.5 **Professional Services Warranty**. Superion warrants to Customer that Professional Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 6.4. Superion shall have no liability under this Section 6.5 unless, within thirty (30) days after the actual date of the particular Professional Services, Superion receives notice from Customer describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, Superion's only obligation under this Section 6.5 is to remedy the breach and reperform the particular Professional Services affected as soon as reasonably practical at no additional charge.

6.6 **Compliance with Customer Policies**. While Superion personnel are performing services at Customer's site, Superion will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superion in writing and in advance. Customer shall promptly reimburse Superion for any out-of-pocket costs incurred in complying with such procedures and policies.

6.7 **Contributed Material**. In the process of Superion's performing Professional Services, Customer may, from time to time, provide Superion with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solution, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superion a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superion, Superion's Affiliates and Superion's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Term and Termination.

7.1 **Order Term**. The Order may state an initial term for the use of the Solution ("**Initial Term**") and may state renewal terms (each a "**Renewal Term**"). "**Order Term**" means the Initial Term together with any Renewal Terms.

7.2 **Termination**. Either party may terminate this Agreement by giving notice of termination to the other party if the other party breaches any of its material obligations (other than Customer's failure to pay Support Fees during a Renewal Support Term) under this Agreement and does not cure the breach within thirty (30) days after receiving notice describing the breach in reasonable detail.

7.3 **Effect of Termination**. The provisions of Sections 3, 4, 5, 7.3 and 10 shall survive any termination of this Agreement, whether under this Section 7 or otherwise. Customer shall be liable for all payments due to Superion for the period ending on the date of termination. Upon a termination of this Agreement, whether under this Section 7 or otherwise, or upon the expiration or termination of an Order Term, Customer shall: (i) discontinue all use of the affected Solution and Documentation, (ii) promptly return to Superion all copies of the affected Solution and Documentation and any other affected SG Solution Details then in Customer's possession; and (iii) give notice to Superion certifying that all copies of such items have been permanently deleted.

8. **Terms Applicable To SaaS, ASP and Hosting**. The following provisions in this Section 8 apply solely to Hosting Services and to Orders for and ASP Solution or SaaS Solution.

8.1 **Saas, ASP and Hosting.** Superion shall provide the Hosting Services and/or access to the ASP Solution or SaaS solution, as described and for the term specified on the Order.

8.2 **Passwords and Solution Access**. If Superion provides Customer or its Authorized Users with unique access codes to access the Solution (each, a "**Password**"), Customer shall hold any such Passwords in strict confidence and shall not assign, share, misuse or abuse the Passwords or attempt to render ineffective the password protection of the Solution. If Customer suspects or learns that a Password is being used to gain unauthorized access to the Solution, Customer will immediately notify Superion so that it can change, or assist Customer in changing, the applicable Password. To the extent the Solution is within Superion's network, Superion may suspend access to the Solution without advance notice if Superion reasonably believes the Solution is being used or accessed in an unauthorized, illegal or disruptive manner, provided that Superion will promptly notify Customer of any such event.

8.3 **Customer Data**.

(a) Customer shall supply, or cause to be supplied, all Customer Supplied Data. Customer shall transmit the Customer Supplied Data to Superion by communications link or in another manner described on the Order. As between Superion and Customer, Customer shall be responsible for ensuring that the Customer Supplied Data is Accurate and complete. Customer represents and warrant to Superion that Customer has the full legal right for Customer and Superion, its affiliates and agents to use the Customer Supplied Data for processing hereunder.

(b) Within thirty (30) days after termination of Hosting Services or of an Order for an ASP Solution or SaaS Solution, Customer shall give Superion an instruction notice regarding the disposition of any tapes, data, files and other property belonging to Customer and then in Superion's possession. To the extent practicable and at Customer's expense after receipt of such notice, Superion shall use commercially reasonable efforts to comply with the notice, including converting the data on the Solution to machine-readable form. Superion may retain such property until Superion receives all payments due to Superion under that Order. If Customer fails to give that notice within thirty (30) days after such termination, then Superion may dispose of such property in a commercially reasonable manner.

(c) In order to improve Superion's product and service offerings for its customers, Superion may maintain a database of information residing on the Solution. Superion and its affiliates may use and distribute such data in an aggregated and de-identified format, including as a part of the development, distribution and licensing of any Superion product or service offering.

8.4 **Regulatory Access**. To the extent permitted by law, each party will notify the other promptly of any formal request by an authorized governmental agency or regulator to examine Customer Data or other records, if any, regarding Customer that are maintained in Superion facilities under this Agreement. Customer will reimburse Superion for the reasonable out-of-pocket costs Superion incurs, and for time spent, in making such Customer Data or other records, if any, available for examination and audit by the governmental agency or regulatory authority that has jurisdiction over Customer's business.

8.5 **Support**. Superion shall provide to Customer the ongoing support services as described in the Order.

8.6 **Data Backup and Disaster Recovery**. If the Solution maintains a database then, unless otherwise stated on the Order:

(a) Superion shall provide an electronic backup of the Customer Data accordance with the backup cycle defined in the Order (and if no backup cycle is defined, at reasonable intervals); and

(b) Superion shall maintain a disaster recovery plan which includes a procedure for the restoration of Customer's production environment at an alternate facility in the event of a disaster. Superion's disaster recovery plan shall be tested at least once each calendar year.

8.7 Interruption to Solution. From time to time, Superion shall be entitled (at its discretion, without incurring liability for

so doing) to interrupt the Solution to: (i) perform repairs and other maintenance and install enhancements on Superion's equipment, software and/or other systems that are required for the provision of the Solution, or (ii) make adjustments to its infrastructure (including, for example, in relation to resources shared by its other customers) and thereby cause a disruption in the provision of the Solution. Except in the case of emergency repairs, maintenance or adjustments, Superion will (a) give Customer reasonable prior notice of the interruption; (b) limit such interruptions to outside of Superion's normal business hours; and (c) use commercially reasonable efforts to minimize the impact of the interruption.

8.8 Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Customer will check the Specified Configuration for Harmful Code and ensure no Harmful Code is introduced by its end users or from its systems into any systems used in the Solution and will use commercially reasonable efforts to eliminate any such Harmful Code that either Customer or Superion discovers.

8.9 Volume Increases. Customer shall give notice to Superion whenever Customer intends to materially increase the volume of data to be processed on the Solution. Any such increase that results in an increase beyond the Scope of Use requires an additional executed Order and the payment of additional fees.

9. Terms Applicable to Software Licenses. The following provisions in this Section 9 apply solely to an Order that provides the right for Customer to install the Solution at the facility identified on the Order.

9.1 Grant. Except as otherwise provided in an Order, Superion grants to Customer a non-transferable, non-exclusive, term license to use the Solution in accordance with this Agreement and the Scope of Use. The Solution shall be installed in object code form only at Customer's location(s) listed on the Order ("**Designated Location(s)**"). Customer may, subject to Section 10.4, use or access the Solution at or from Customer locations worldwide. Customer may change a Designated Location by giving prompt notice thereof to Superion. Customer may copy and use the Solution installed at the Designated Location for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Solution under this Agreement.

9.2 Initial Installation. Superion shall deliver to Customer the initial Copies of the Solution stated on the Order by supplying such initial Copies (a) by physical shipment, such as on a disc or other media, or (b) by electronic delivery, such as by posting it on Superion's network for downloading. Physical shipment is on F.O.B. terms, Superion's shipping point and electronic delivery is deemed effective at the time Superion provides Customer with access to download the Solution. The date of such delivery shall be referred to as the "**Delivery Date**."

9.3 Support. Beginning on the Order Execution Date and continuing for twelve (12) months thereafter ("Initial Support Term"), Superion shall provide the ongoing support services described in that Order. Support for the Initial Support Term are provided at no charge. Upon expiration of the Initial Support Term, the ongoing support services shall automatically renew for an additional Contract Year unless, at least sixty (60) days prior to the expiration of the initial Contract Year, Customer notifies Superion in writing of Customer's intent not to renew for the second Contract Year. After the second Contract Year, the Support will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend the support at least sixty (60) days prior to the expiration of the then-current Contract Year.

However, upon termination Superion will discontinue providing all on-going support services, improvements and warranties. Superion shall have no liability with respect to Customer's use of the Products for which support services are terminated.

Support Fees for the second Support Term shall be as provided in the Order Form.

On an annual basis, Superion may increase the Support Fees payable.

9.4 Support Termination. Upon the effective date of termination of ongoing support services by either party or at any time when Customer has failed to pay Support Fees ("**Support Termination Date**"): (i) Superion shall discontinue providing all ongoing support services, including Superion's obligations under Section 9.3; (ii) any Superion warranties under this Agreement shall cease to apply for the period after the Support Termination Date; and (iii) Superion shall not be liable for Customer's use of the Solution after the Support Termination Date except for Superion's indemnification obligations for any third-party claims covered by Section 4.2 that arose prior to the Support Termination Date (but only to the extent such claim would not have been remedied by a Release made available by Superion after the Support Termination Date).

9.5 Software Warranty. Superion warrants to Customer that for a period of twelve (12) months from the Delivery Date, the Solution (as delivered to Customer by Superion and when properly used for the purpose and in the manner specifically

authorized by this Agreement), will perform as described in the Documentation in all material respects. Superion's sole obligation and liability under this warranty is to comply with the provisions of Section 9.3 of this Agreement.

9.6 **Remote Access of Installed Software**. Provided that Superion performs such services in accordance with the confidentiality provisions of this Agreement, Customer shall permit Superion, at Superion's option, to remotely access the Solution installed at the Designated Location for the purpose of providing support services to Customer under Section 9.3 and otherwise implementing the purposes of this Agreement. In remotely accessing such Solution, Superion will comply with Customer's reasonable security procedures and company policies that have been provided to Superion in writing. Customer shall promptly reimburse Superion for any out-of-pocket costs incurred in complying with such procedures and policies.

9.7 **Backup**. Customer acknowledges that it is the best judge of the value and importance of the data held on Customer's systems and that Customer shall be solely responsible for maintaining secure and complete back-up copies of all data that Customer processes using the Solution, which data will be backed-up on not less than a daily basis and which will be readily available on machines controlled by Customer to facilitate the prompt restoration of such data in the event of any loss of or damage to it. Superion shall have no liability for any loss or damage caused by Customer's failure to maintain such backed-up copies.

9.8 **Audit**. At Superion's expense and upon written request with reasonable notice, Customer will permit Superion, its personnel or its outside auditors to enter the relevant Customer locations during normal business hours and audit the number of copies of the Solution and Documentation in Customer's possession and information pertaining to Customer's compliance with this Agreement. Such audits shall not occur more than once in any twelve (12) month period (unless Superion believes, in good faith, that there has been a breach of this Agreement by Customer) and shall be performed in a manner not to disrupt Customer's business and operations and will respect the confidentiality of Customer, its suppliers and customers. Customer will, in a timely manner, reasonably cooperate with the auditors and provide the auditors all assistance as they may reasonably request in connection with the audit. Customer may require auditors acting on behalf of Superion to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements, but the requirement will not apply to Superion's internal auditors otherwise bound by the confidentiality conditions of this Agreement.

10. Other Provisions.

10.1 **Notices**. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of: (a) the date of actual receipt; (b) the third business day after being mailed by first class, certified or air mail or (c) the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, or email if notice by one of the foregoing is provided promptly thereafter. Customer's address for notices is stated on the Order. Superion's address for notices is stated on the Order. In the case of (i) any notice by Customer alleging a breach of this Agreement by Superion or (ii) a termination of this Agreement. Either party may change its address for notices by giving written notice of the new address to the other party.

10.2 **Defined Terms**. As used in this Agreement, the terms below (and their plural forms) have the following meanings:

(a) "**affiliate**" whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this Agreement, for as long as such relationship remains in effect.

(b) "**Authorized Recipient**" means: (i) with respect to Customer, Customer, any Authorized User and any employee of a Customer contractor, provided that the contractor is not a competitor of Superion; and (ii) with respect to Superion, Superion, its foreign and domestic Affiliates and their respective contractors.

(c) "**Authorized User**" means a Customer employee.

(d) "**Confidential Information**" means all business or technical information disclosed by Disclosing Party to Receiving Party in connection with this Agreement. Confidential Information includes without limitation: (i) Customer Data and the details of Customer's computer operations; and (ii) the SG Solution Details. Confidential Information does not include information that: (aa) prior to the receipt thereof under this Agreement, had been developed independently by Receiving Party, or was lawfully known to Receiving Party, or had been lawfully received by Receiving Party from other sources, provided such other source did not receive it due to a breach of an agreement with Disclosing Party, and Receiving Party knew of such breach or ought to have reasonably known of such breach; (bb) is publicly known at or after the time either party first learns of such information, or generic information or knowledge which either party would have learned in the course of its work

in the trade, business or industry; or (cc) subsequent to the receipt thereof under this Agreement; (1) is published by Disclosing Party or is disclosed generally by Disclosing Party to others without restriction on its use and disclosure; or (2) has been lawfully obtained by Receiving Party from other sources which Receiving Party reasonably believes lawfully came to possess it.

(e) "**copy**" whether capitalized or not, means any paper, disk, tape, film, memory device or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.

(f) "**Customer Data**" means data stored in, or processed by, the Solution; provided that aggregated data that is not personally identifiable data and not identifiable to Customer shall not be deemed Customer Data nor Customer's Confidential Information.

(g) "**Customer Supplied Data**" means any information or data introduced into the Solution by or on behalf of Customer.

(h) **"Disputed Amount"** means a good faith dispute by Customer of certain amounts invoiced under this Agreement. An amount will only constitute a Disputed Amount if (i) Customer has given notice of the dispute to Superion promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. A disputed will not exist as to an invoice in its entirety merely because certain amounts on the invoice are Disputed Amounts.

(i) **Documentation**" means the standard user documentation Superion provides for the Solution, as such Documentation may be updated from time to time.

(j) "**Error**" means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.

(k) "**Export Laws**" means any laws, administrative regulations and executive orders of the U.S., the United Kingdom and any other jurisdiction where any SG Solution Details will be located or from where any SG Solution Details will be accessed under this Agreement relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property or services, embargo of goods or services or registration of this Agreement including the Export Administration Regulations of the U.S. Department of Commerce and the regulations and executive orders administered by the Office of Foreign Asset Control of the U.S. Department of the Treasury.

(l) "**Feedback**" means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer.

(m) "**including**" whether capitalized or not, means including but not limited to.

(n) "**Liability Cap**" means the greater of Fifty Thousand U.S. Dollars (US$50,000) or the amount identified on the Order as the liability cap, provided however that, if no amount is identified on the Order then the liability cap shall be Fifty Thousand U.S. Dollars (US$50,000).

(o) "**Open Source Software**" means computer software made generally available at no charge by the copyright holder under a license which provides the right to modify and distribute the software to anyone for any purpose at no charge.

(p) "**person**" whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.

(q) "**Professional Services**" means installation, implementation, training or consulting services including custom modification programming, support services relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superion under this Agreement.

(r) "**Release**" means a modification or update to the Solution, which Superion, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).

(s) "**Scope of Use**" means the Designated Computer(s), Designated Location(s), License Term, Platform, Business Purpose, Number of Trades, Number of Work Stations, Number of Developers, Number of Users, Volume Limit, Number of Production Databases, Number of Production Servers, and/or other restrictions or parameters as are stated in Section 5.5 or on the Order. Scope of Use shall not include the processing of any Acquired Business. Customer shall use the Solution in production to process Customer's business; provided that all increases in the Scope of Use require the execution of an amendment amending the Scope of Use.

(t) "**SG Solution Details**" means any of the following: the Solution and Documentation, the object code and the source code for the Solution, the visual expressions, screen formats, report formats and other design features of the Solution, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Solution or Documentation, all future modifications, updates, Releases, improvements and enhancements of the Solution or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

(u) "**Supported Release**" means, unless otherwise stated in the Order, the latest Release of the Solution that is generally available to Superion's client base.

(v) "**Third-Party Product**" means Third-Party Software, Third Party Hardware, Third-Party Data or Third-Party Services.

(w) **"Third-Party Hardware"** means that hardware specified as third party hardware on the Order.

(x) **"Third-Party Services"** means those services specified as third party services on the Order.

(y) "**Third-Party Software**" means the software specified as third-party software on the Order.

(z) "**Third-Party User**" means any of Customer's customers, or their customers, to the extent such persons are provided access to the Solution or Third-Party Data hereunder.

10.3 Parties in Interest.

(a) This Agreement shall bind, benefit and be enforceable by and against Superion and Customer and, their respective permitted successors and assigns.

(b) Customer shall not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without Superion's prior written consent, except such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of Superion, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer, provided in the case of such an assignment, Customer guarantees the obligations of the assignee and the use of the Solution is not broadened beyond the Scope of Use. Any assignment by Customer in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Affiliate in the case of an assignment to that Affiliate under this Section 10.3(b) and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section 0 ("**Customer Assignment**"). In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law (collectively with the Customer Assignment, "**Customer Additional Business Acquisition**"), Customer shall give notice to Superion notifying Superion if Customer desires to use the Solution to process any additional business related to such Customer Additional Business Acquisition ("**Acquired Business**").

10.4 Export Laws. Customer acknowledges that the SG Solution Details and the services provided by Superion hereunder and this Agreement are subject to the Export Laws. Customer shall not violate the Export Laws or otherwise export, re-export or use, directly or indirectly (including via remote access), any part of the Solution, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under the Export Laws without first obtaining such license or authorization.

10.5 Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents.

10.6 Entire Understanding. This Agreement, which includes and incorporates the Order, and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of this Agreement. In the event of a conflict between the provisions of the SST and an Order incorporating the SST, the terms of such Order shall prevail. Any written, printed or other materials which Superion provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer. In entering into this Agreement each party acknowledges and agrees that it has not relied on any express or implied representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in this

Agreement. Each party waives all rights and remedies which, but for this Section 10.6, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

10.7 **Modification and Waiver**. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

10.8 **Severability, Heading and Counterparts**. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.9 **Personnel**. Customer acknowledges that: (a) Superion expends substantial time and money, on an ongoing basis, to recruit and train its programmers, trainers, data processing, customer support and professional services team personnel ("**Superion Personnel**"); (b) Superion's business is highly competitive, is marketed throughout the United States, Europe and in many other locations worldwide, and requires long sales lead times often exceeding one (1) year; and (c) if Customer were to hire Superion Personnel, then Superion may suffer lost sales opportunities and would incur substantial time and money in hiring and training replacement(s) for those Superion Personnel. Accordingly, if Customer, directly or through one or more subsidiaries or other controlled entities, hires any Superion Personnel at any time when such Superion Personnel is employed or engaged by Superion or during the six (6) months after such employment or engagement ends, then Customer shall pay to Superion as liquidated damages (and not a penalty) an amount equal to twelve (12) months of such Superion Personnel's salary and other compensation (including bonus or commission payments) at the time of leaving his/her employment or engagement with Superion. For purposes of this provision, "**hire**" means to employ as an employee or to engage as an independent contractor, whether on a full-time, part-time or temporary basis. This provision will remain in effect during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement.

10.10 **Jurisdiction and Governing Law**. This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Eighteenth Judicial Circuit, in and for Seminole County, Florida, or the United States District for the Middle District of Florida, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.

ANNEX 1 - SPECIFIED CONFIGURATION

Hardware. It is agreed by Customer and Superion that hardware, operating systems, and application software required to implement and operate the systems described in this agreement shall be provided by Superion and shall reside in a Superion data center with the following exceptions:

DMS Server. In the event that the customer has licensed the DMS forms printing system, Customer is responsible for providing the hardware required for the DMS server. The DMS server shall be owned by the customer and shall reside at Customer's location for ease of management by Customer.

Virtual Private Network (VPN) Concentrator. The VPN Concentrator includes a router, which will be provided by Superion to Customer. The router shall reside at Customer's location but is, and shall remain, the property of Superion.

ANNEX 2 - SOLUTION AVAILABILITY AND SUPPORT

1. Superion's Responsibilities

Superion undertakes all responsibilities as outlined under Parts 1 and 2 of this Annex 2.

2. Customer Responsibilities

Superion will not be liable for a failure to perform its responsibilities under this Annex 2 to the extent such failure is directly caused by the Customer not complying with its obligations under this Agreement.

A. Customer will designate named contacts for contacting support. These named contacts will have undertaken specific training under the supervision of Superion in order to log faults and interact with support services.

B. Customer may be asked to perform problem determination activities as suggested by Superion. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including modifying processes. Customer agrees to cooperate with such requests, if reasonable.

C. Customer is responsible for the training and organization of its staff.

D. Superion is not required to provide any services relating to problems arising out of any alterations of or additions to the Solution performed or authorized by parties other than Superion (including its contractors, or third parties under Superion's control). The Solution does not include development work on software not licensed from Superion or development work for enhancements or features that are outside the documented functionality of the Solution except such work described in Exhibit 1. Customer may request consulting and development work from Superion as a separate billable service.

E. Customer will appoint a vendor liaison manager who will be Customer's primary contact with Superion on all commercial matters related to the Solution.

3. Disagreement procedure

In case the parties are in disagreement as to whether Superion has fulfilled its obligations under this ASP Order the parties shall use all reasonable efforts to amicably settle such dispute within five (5) working days. If the disagreement remains following such five working day period, the parties shall escalate the problem to the following representatives for the respective company to resolve the dispute:

Superion: Director of Operations (first level); VP of Services (escalation – 1st level); General Manager (escalation – 2nd level)

Customer: _____

The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Agreement. Notwithstanding any dispute under this Annex 2, the parties have a duty to continue fulfilling all their other obligations under this Agreement.

PART 1 – SERVICE LEVEL COMMITMENT AND CLOUD PROCEDURES

CLOUD SOLUTIONS

Hosted Systems Standards Sheet

Service Level Commitments and Cloud Procedures

Service Level Commitments

The following Service Level commitments apply to the Customer's production systems. This does not include testing or training systems.

A. Availability

1. SERVICE LEVELS FOR THE APPLICATION SERVICES

Superion shall provide the Application Services in accordance with the following service level commitment provisions.

1. **Overall System Availability**

1.1 **Target.** In each Service Period, the target for availability of the Application Services is 99.9% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Application Services, excluding Sundays between the hours of 12:01AM and 12 noon Eastern Time for scheduled maintenance. During this time, Customers *may* experience intermittent interruptions. Superion will make commercially reasonable efforts to minimize the frequency and duration of these interruptions. Superion will notify the Customer if the entire maintenance window will be required.

1.2 **Measurement**. Service availability is measured as the total time that the Application Services are available during each Service Period for access by Customer ("Service Availability"). Unless otherwise specified, the measurement period for Service Availability is each Service Period and Service Availability shall be calculated at the end of each Service Period. Service Availability measurement shall be applied to the production environment, and the points of measurement for all Application Services monitoring shall be the servers and the Internet connections at Superion's hosted environment.

Superion has technology monitoring, measuring, and recording Service Availability. The Client, at their discretion, may also employ monitoring tools. Said additional reporting tool must be non-invasive and may not reside in total or in part on Superions systems. Additionally, the use of said to must be mutually agreed upon by Superion and the Client. The Client shall be wholly responsible for any and all costs associated including but not limited to licenses, installation on Client's systems, support, maintenance, and renewal costs. In the event service availability does not meet contracted service levels and a discrepancy exists between Superion's monitoring tools and the Client's, the Service Availability indicated by Superion's system shall apply for the purposes of this Appendix B Standards Sheet.

1.3 **Calculation**. Service Availability Targets are subject to change monthly due to the variance of the number of days in a month. The total number of minutes which the service was NOT available in a given month shall exclude those items listed in Section G. Service Availability for a given month shall be calculated using the following calculation:

The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

1.4 **Remedy**. If the Service Period target measurement, as calculated in 1.3, is not met with the result that the Customer's use of the Application Services is severely interrupted in a given month, then the Customer shall be entitled to a credit calculated as follows:

Actual Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee payable by Customer in the Immediately Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95%	10%
Less than 95%	25%

If during the term of this Agreement, Superion fails to meet the service level commitment targets specified above, the Customer's sole and exclusive remedy in relation to such failure shall be the applicable credits specified. In no event shall Superion be obliged to provide any refund in relation to any credit, but rather the credit shall be applied to the next following invoice due to the Customer. Superion will utilize monitoring software to track and report actual service availability in the relevant service period. If the actual service availability during the relevant service period does not achieve the Availability Target, Superion will apply a service credit per the specifications above.

However, any credit entitlement that is not reported by Superion must be requested by the Customer within six (6) months of its occurrence or it shall no longer be available and the Customer will be deemed to have waived any rights in relation thereto and (for the avoidance of doubt) Superion's failure to meet the relevant service level commitment. In no event will credits due in any given month exceed twenty-five percent (25%) of that month's fees. Customer shall not be entitled to offset any monthly Application Services fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. The amount of any unused credit shall be paid in cash to Customer upon termination of the Agreement.

Superion will provide reporting, as provided in Section G, showing performance and monthly service levels.

B. Server Performance

Superion shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this hosting Agreement.

Superion shall provide hardware resources sized for the number of users and software modules licensed in the hosting Agreement. If the Customer requests, at some later date, to add additional software modules, increase user licenses, increase storage requirement, and/or request additional environments, the hardware and software requirements of such additions will be evaluated. If additional resources are required to support such modifications, additional fees may apply.

If the addition of users, unusually heavy use, or other factors require additional resources for support of the Customer (e.g., hardware, software, people, data communications link, etc.), Superion and the Customer will confer on the matter until a mutually agreeable solution is identified.

Performance monitoring and tuning will be performed as necessary to maintain an average in-network interactive response time. "In-network" is defined as any point between which the data packet enters the Superion environment and subsequently departs the Superion environment. Any point of communications outside of the Superion protected network environment shall be deemed as "out-of-network."

Superion is not responsible for Internet connectivity and/or performance outside the internal Superion host site infrastructure.

C. Server Performance Stress Test

At the request of the Customer, Superion will coordinate a performance stress test with the Customer, at an agreed upon time, during implementation and upon request after go-live. Superion will work with the Customer to identify critical application screens to benchmark during the performance stress test and coordinate with the Customer to create an accurate test scenario with the Customer's End Users. Upon completion of the performance stress test, Superion and the Customer will mutually agree to the performance benchmarks for the identified critical screens taking into consideration Internet latency, End User workstations limitations, and the Customer's Local Area Network.

D. Scheduled and Emergency Maintenance for Application Services

Scheduled maintenance

System maintenance

Superion will provide all hosted systems and network maintenance as deemed appropriate and necessary by Superion. All maintenance will be completed outside of the Customer's standard business hours of operation, unless requested by Customer.

Superion application maintenance and upgrades

Software maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, traditionally 8AM to 5PM Monday through Friday, unless requested by Customer. Software maintenance and upgrades will be scheduled in advance with the Customer's primary contact.

Hardware maintenance and upgrades

Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, unless requested by Customer. The primary Customer contact will be notified, via the on-file e-mail address, prior to hardware upgrades being performed.

Emergency maintenance

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. The primary Customer contact will be notified, when possible, via the on-file e-mail address, prior to emergency maintenance being performed. If no contact is made, emergency maintenance will move forward as deemed necessary by Superion management.

E. Incident Response

Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Incident priorities are defined as the following:

Priority Level	Impact	Description
1	Urgent	An Incident that (a) results in loss of Customer connectivity to all of the Application Services or (b) results in loss, corruption or damage to Customer's Data.
2	Critical	An Incident that has an adverse material impact on the performance of the Application Services or materially restricts Customer's day-to-day operations.

3	Non-Critical	An Incident that does not result in a failure of the Application Services but a fault exists in the Managed IT Services that restricts Customer's use of the Managed IT Services.
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Application Services.

Superion will make commercially reasonable efforts to respond to Application Services incidents for live production systems using the following guidelines:

Priority Level	Performance Target	Minimum Performance % Goal
Priority 1 (Urgent)	Superion will respond within 1 hour of the issue being reported.	95%
Priority 2 (Critical)	Superion will respond within 2 hours of the issue being reported.	95%
Priority 3 (Non-Critical)	Superion will respond within 4 hours of the issue being reported.	95%
Priority 4 (Minor)	Superion will respond within 24 hours of the issue being reported.	95%

Measurement. Superion shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

F. Disaster Recovery.

Superion provides Disaster Recovery (DR) services for the systems hosted in a Superion data center for our hosted clients. The costs for DR services are included in the monthly fees. Services cover the following scenarios:

(a) Loss of client client data center. In the event the client's data center is inaccessible or rendered non-functional. Superion will provide the ability to connect to the appropriate Superion data center using software provided by Superion. This will provide the appropriate software to allow the client to connect to their systems from a remote site to previously identified critical. Functionality may be diminished due to lack of access to hardware and/or software located in the client's facilities.

G. Reporting

Superion shall measure its performance against the performance metrics, as set forth herein, and shall provide a report of such performance on a monthly basis. Such report(s) shall be delivered via an agreed upon method and within ten (10) days following the end of the applicable monthly measurement period. Superion will schedule a performance review with the Customer upon request.

H. Exceptions.

Notwithstanding anything herein, Superion shall not be responsible for failure to carry out any of its obligations under this Exhibit A and Exhibit C (including liability to apply any credit for any failure to meet a service level commitment target) if the failure is caused by:

(a) scheduled downtime in order to carry out maintenance or suspensions in the Application Services that Customer has been notified of in advance that occurs outside of Normal Business Hours, provided that, in event of any critical or urgent system issue, that does not reasonably permit advance notice to Customer. Superion shall

provide notice as and when commercially reasonable with respect to such urgent issue, or as otherwise reasonably agreed between Customer and Superion. The system is reserved for maintenance on Sundays from 8am to 12 noon Eastern Time;

(b) adverse impact due to the defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data supplied to the Application Services;

(c) adverse impact as a result of denial of reasonable access by Superion personnel to relevant portion of Customer's systems or premises that prevents Superion from addressing and provided that no other commercially reasonable method is available to attain such information;

(d) adverse impact due to material changes made to the usage of the Application Services by Customer where Superion has not agreed to such changes in advance and in writing;

(e) adverse impact due to the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Application Services;

(f) adverse impact due to a Documented Defect;

(g) a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

Cloud Procedures

A. Incident Resolution

Performance targets vary due to issue complexity and priority. For critical requests, Superion provides a continuous resolution effort until the issue is resolved.

B. Service Requests

Service requests are new requests that will take less than 8 hours to accomplish. The Superion Cloud Solutions management team will perform the prioritization for these requests. There will be a targeted resolution goal of up to five (5) days, with extra time being allowed if equipment or software needs to be ordered or multiple products have to be analyzed. However, more complex requests may take longer to complete. Any new service requests requiring more than 8 hours to accomplish may constitute a project and must be scheduled.

C. Non-Production Environments

Superion will make commercially reasonable efforts to provide non-production environment during Customer business hours. For avoidance of doubt, the aforementioned non-production environment are not included under the SLA metrics period(s) hereunder.

Scheduled Maintenance

System maintenance

Superion will provide all necessary hosted systems and network maintenance for non-production environments as deemed appropriate and necessary by Superion Cloud Solutions. All necessary maintenance will be scheduled with the Customer and may be completed during business hours.

Superion application maintenance and upgrades

Software maintenance and upgrades for non-production environments may be performed during the Customer's standard business hours. Software maintenance and upgrades will be scheduled in advance, with the Customer's primary contact.

Hardware maintenance and upgrades

Hardware maintenance and upgrades for non-production environments may be performed during the Customer's standard business hours. The primary Customer contact will be notified, via the on-file e-mail address, prior to hardware upgrades being performed.

Emergency maintenance

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. The primary Customer contact will be notified, when possible, via the on-file e-mail address, prior to emergency maintenance being performed. If no contact is made, emergency maintenance will move forward as deemed necessary by Superion Cloud Solutions management.

Incidents and service requests.

Non-production environment incidents will be considered priority 3 or priority 4 incidents as circumstances dictate and handled as such. Service requests will be prioritized and scheduled similar to production service requests.

Non-Production environment refreshes

Non-Production environment refreshes will be provided in accordance to the Customer's Superion Application Services Provider agreement, which indicates the number of refreshes provided in a calendar year. Upon written receipt of a Customer's refresh request, Superion will schedule and complete the refresh within 4 weeks of the request.

I. Responsibility Summary Matrix

Responsibility Summary Matrix		
Description	Superion Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at Superion's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Software Applications		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Software Applications		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

PART 2 – ERROR CORRECTION

1. Superion shall provide to Customer, during Superion's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution (the "Release"), as applicable.

2. Superion shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by Customer in accordance with this Order. Customer shall provide to Superion reasonably detailed documentation and explanation, together with underlying data, to substantiate any error and to assist Superion in its efforts to diagnose, reproduce and correct the error. These support services shall be provided by Superion at Customer location(s) if and when Superion and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of Superion, then Customer shall pay for Superion's investigation and related services at Superion's standard professional services rates. Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Order, including remote access to the Specified Configuration.

3. Customer shall promptly install and/or use any Release provided by Superion to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever Superion determines, in its sole discretion, that such updates are necessary.

I. **Support Hours: Hours During Which Superion's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. **Targeted Response Times**.
"Notification" means a communication to Superion's help desk by means of Superion's web portal or the placement of a telephone call.

With respect to Superion's support obligations, Superion will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superion "Telephone Support" hour occurring after Superion's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning Superion's Solution is not performing a process that has caused a complete work stoppage.	Superion has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superion has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning Superion's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superion has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non-critical failure in operations occurs; meaning Superion's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Superion has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superion has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superion's support representative has been directly contacted by Customer either by phone, in person, or through Superion's online support web portal, and b) when Superion's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superion*

approved remote access client so that Superion can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superion staff and each session participant.

COGNOS THIRD PARTY PRODUCTS SUPPLEMENT

1. Additional Definitions. "Cognos Component Systems" means any of the software provided to Superion by Cognos Corporation ("Cognos") and identified under the name "Cognos" in Exhibit 1.

2. Ownership. Cognos owns the Cognos Component Systems.

3. Restrictions on Use of Cognos Component Systems. Customer's use of the Cognos Component System(s) is subject to the following additional terms and conditions:

(a) Customer has the right to use the Cognos Component System(s) only in Object Code form, and only with the Superion Licensed Software.

(b) Customer acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by Superion under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Customer under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Customer;

(c) Customer agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Customer's use of the Cognos Component System(s) or related materials;

(d) Customer acknowledges and agrees that Cognos is a third party beneficiary of this Agreement;

(e) Customer acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit 1; and

(f) Customer acknowledges and understands that it is licensing the Cognos Component System(s) on a "restricted use" basis. "Restricted use" means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit 1. Such restricted use shall include Customer's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the software applications system(s) set forth in Exhibit 1.

(g) In lieu of the warranty provided in Section 7 of the Agreement, Customer shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Customer that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Customer, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Customer's only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Customer misuses the Cognos Component System(s) contrary to its related documentation.

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CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **City of Flagstaff, AZ** ("**Customer**"), together with CentralSquare , the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Flagstaff
1000 Business Center Dr. Lake Mary, FL 32746	211 W. Aspen Ave. Flagstaff, AZ 86001
By: DocuSigned by: Danilo Gargiulo AAA5B66FC387424...	By:
Print Name: Danilo Gargiulo	Print Name:
Print Title: SVP Business Transformation, PA	Print Title:
Date Signed: 7/23/2020	Date Signed:

1. **Solution: Public Administration**
2. **Term.**
   - 2.1. Initial Term. The Initial Term of this Agreement commences as of July 1, 2020 and will continue in effect for three (3) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
   - 2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
   - 2.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.
3. **Fees**. In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").
4. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:
   - 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
   - 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
   - 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
   - 4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare 's warranty services and maintenance, but without any other modification whatsoever.

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4.5. "**Component System**" means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.

4.6. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

4.7. "**Custom Modification**" means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare -generated specification, but without any other changes whatsoever by any Person.

4.8. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.

4.9. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

4.10. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

4.11. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

4.12. "**Harmful Code**" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.

4.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

4.14. "**Maintenance**" means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").

4.15. "**New Releases**" means new editions of a Baseline Component System or Custom Modification.

4.16. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

4.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

4.18. "**Professional Services**" means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

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4.19. "**Representatives**" means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.

4.20. "**CentralSquare Personnel**" means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.

4.21. "**Solutions**" means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

4.22. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.

4.24. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. License, Access & Services and Audit.

5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.

5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the "**Delivery Date**."

5.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

5.4. Audit. Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.

5.5. Service and System Control. Except as otherwise expressly provided in this Agreement:

5.5.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and

5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means

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controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.

5.6. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare , remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.

5.7. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:

5.7.1. software, or media on which provided, that is modified or damaged by Customer or third-party;

5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;

5.7.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare ;

5.7.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;

5.7.5. the operation of, or access to, Customer's or a third-party's system, materials or network;

5.7.6. any relocation of the Solution other than by CentralSquare personnel;

5.7.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;

5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).

5.8. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

5.9. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare 's services to its customers, the competitive strength of or market for CentralSquare 's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.

5.10. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").

5.11. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare 's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare , in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

6. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

   6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

   6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

   6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

   6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

   6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare 's provision of services to any third-party, in whole or in part;

   6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

   6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

   6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare 's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. **Customer Obligations**.

   7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.

   7.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

   7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. **Professional Services**.

   8.1. Compliance with Customer Policies. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.

   8.2. Contributed Material. In the process of CentralSquare 's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of

any kind and without the right of attribution, for CentralSquare , CentralSquare 's Affiliates and CentralSquare 's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality. Confidential Information. Each Party possesses certain non-public proprietary information, which has economic value and is protected with reasonable safeguards to maintain its secrecy ("**Confidential Information**"). Confidential Information may include, but is not limited to any financial data, business and other plans, specifications, equipment designs, electronic configurations, design information, product architecture algorithms, quality assurance plans, inventions (whether or not the subject of pending patent applications), ideas, discoveries, formulae, models, requirements, standards, trade and manufacturing secrets, drawings, samples, devices, demonstrations, technical information, as well as any and all intellectual and industrial property rights contained therein or in relation thereto. CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired. Confidential Information will be disclosed either: (i) in writing and conspicuously marked with a restrictive legend identifying it as being a Party's Confidential Information; or (ii) orally or visually and identified at the time of disclosure as Confidential Information and subsequently confirmed in writing by the disclosing Party within fifteen (15) days after such disclosure specifically identifying that portion of information that is Confidential Information. Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

9.1. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

9.2. Upon expiration or termination of this Agreement, or upon demand by CentralSquare, Customer shall (i) return to CentralSquare all copies of CentralSquare's Confidential Information in Customer's possession or under CentralSquare's control, or (ii) destroy all copies of CentralSquare's Confidential Information in Customer's possession and so certify such destruction to CentralSquare in writing. Notwithstanding the foregoing, Customer may retain data or records in electronic form containing Confidential Information for the purposes of backup, recovery, contingency planning, or business continuity planning, so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required by Customer only for backup, recovery, contingency planning, or business continuity purposes.

10. Security.

10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

11. Personal Data. If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare 's obligations under this Agreement, then:

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11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

11.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

12.1. LIMITED WARRANTY. CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

12.2. **DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

13. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

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If to CentralSquare :
CentralSquare
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235 **email:** info@CentralSquare .com
Attention: Senior Counsel / Contracts Department

If to Customer:
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Phone: *_____ **email:** *_____
Attention: *_____

14. Force Majeure. Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

15. Indemnification.

15.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Centralsquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.3. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE 'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

16. Termination. This Agreement may be terminated:

16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

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16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

17.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and

17.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

18. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

19. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

19.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.

19.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute.. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).

19.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party may initiate mediation under Section 19.4.

19.4. Mediation. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

19.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

19.6. Litigation or Arbitration as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party may commence binding arbitration in accordance with the provisions of regarding choice of law and arbitration.

19.7. Arbitration. The Parties agree that any dispute, controversy, or claim arising out of or related to the Employee's employment with the Company or termination of employment, this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Florida. Parties agree to hold the deliberations in such arbitration confidential.

19.8. Arbitration Procedure. The Parties agree arbitration must be commenced by delivering a notice of arbitration to the other Party. The Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's employment arbitration panel for the area. The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees.

The decision of the arbitrator shall be final and binding upon the Parties hereto. The Parties agree that judgment may be entered upon the award by any court having jurisdiction.

20. **Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

21. **LIABILITY.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

    21.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND

    21.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS.

22. **Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

23. **Entire Agreement**. This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

24. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

25. **Counterparts**. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, Docusign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

26. **Material Adverse Change**. If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

27. **Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific

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revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

28. Order of Precedence.

28.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

28.1.1. The main body of this Agreement and any associated amendments or change orders.

28.1.2. The attached Exhibits to this Agreement.

28.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

28.2. Incorporated Exhibits to this Agreement:

Exhibit 1 – Project Cost Summary

Exhibit 2 - Maintenance & Support Standards

Exhibit 3 – Travel Expense Guidelines

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SUPERION

EXHIBIT 1

Project Cost Summary

Term	Annual Access Fees
Year 1 (7/1/20-6/30/21)	$ 66,649.90
Year 2 (7/1/21-6/30/22)	$ 74,101.30
Year 3 (7/1/22-6/30/23)	$ 77,806.36

	Applications and/or Services	Annual Access Fee
Renewal Services		**$ 66,649.90**
Existing NaviLine Products (Currently Licensed)	AnalyticsNOW, NaviLine GMBA w/Extended Reporting, NaviLine Fixed Assets, NaviLine Human Resources, NaviLine Purchasing/Inventory, NaviLine Fleet Management, NaviLine Work Orders/Facility Management, NaviLine Payroll/Personnel, Retrofit Mods (19), NaviLine User Interface, NaviLine Time & Attendance Interface - Generic, NaviLine Click2Gov3 Core, NaviLine Click2Gov3 Employee Self Service	Included in Annual Access Fee
Existing NaviLine Products (Inquiry Only)	NaviLine Cash Receipts, NaviLine Customer Information System, NaviLine Accounts Receivable, NaviLine Land/Parcel Management	Included in Annual Access Fee
Terminating Products (Currently Licensed)	HELP Card Subscription Plan	N/A
Horizon Cloud Services	Hardware and software will be hosted and managed by CentralSquare. Site to Site VPN, Setup, Implementation, Disaster Recovery Plan for CentralSquare applications	Included in Annual Access Fee
NaviLine Test Environment	2 refreshes per year; $600 per additional refresh.	Included in Annual Access Fee
	Total Proposed System:	**$ 66,649.90**

PAYMENT TERMS:

RECURRING FEES

a. The Annual Access Fee is due: Upon the Execution Date, and annually thereafter per above.

ANCILLARY FEES

b. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.

c. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.

d. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare 's then-current list price rates for the services at issue.

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SUPERION

EXHIBIT 2

EXHIBIT 2

Support Standards (CLOUD/ASP)

1. CentralSquare Cloud Security Program



1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy an availability through multiple carriers.

1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.

1.3. Testing, Audits & Compliance. third-party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



2. Service Level Commitments

2.1. Target**.** In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.

2.2. Support Terms**.** Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term")**, CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term")**. This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Term.

2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare 's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare 's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

2.3.1.1. mutually agreed upon by CentralSquare and the Customer.

2.3.1.2. paid, installed and maintained by the Customer.

2.3.1.3. non-invasive and may not reside on CentralSquare 's systems.

2.4. Calculation. Service Availability for a given month shall be calculated using the following calculation:

2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by CentralSquare , Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

3.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

4.1. Solutions maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

4.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

4.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency

maintenance.

5. **Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

5.1. Measurement. CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

6. **Disaster Recovery.** CentralSquare provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center is inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare . This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.

7.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.

7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.

9. **Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.

10. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP third-party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare 's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

12. Virtual Private Network (VPN) Concentrator. If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare . It will reside at Customer's location but is, and shall remain the property of CentralSquare .

13. Customer Cooperation. Customer may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.

14. Training. Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.

15. Development Work. The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1.

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CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

16. Telephone Support & Support Portal

16.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of CentralSquare , then Customer shall pay for CentralSquare 's investigation and related services at CentralSquare 's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration

16.2. Releases**.** Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

16.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare 's online support portal, and b) when CentralSquare 's support representative assigns a case number and conveys that case number to the Customer.

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EXHIBIT 3

Travel Expense Guidelines

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however; pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

CITY OF FLAGSTAFF
Purchasing Section

Special Procurement Justification (check applicable box below)

Divisions/Sections Requesting Sole Source, Proprietary or Emergency Procurement Must Complete This Form

_____Sole Source Procurement Justification
__X__Proprietary Procurement Justification
_____Emergency Procurement Justification

TO: Purchasing Section Buyer
PREPARER:**DIVISION/SECTION**:
DATE SUBMITTED:

Is this a sole source procurement? "Sole Source" is defined as a product or service available from only one known source. *Please answer the 4 questions below and attach all documentation and sign*.

Is this a proprietary procurement? A proprietary specification restricts the acceptable product(s) or service(s) to one manufacturer or vendor. A common example would be specification by brand name which excludes consideration of approved "equals". Although all sole source specifications are proprietary, all proprietary specifications are not necessarily sole source. Proprietary items may be available from several distributors. If available, please attach a list of proprietary suppliers which might assist in expediting this procurement. *Please answer the 4 questions below and attach all documentation and sign.*

Is this an emergency procurement? "Emergency" *is a threat to public health, welfare, or safety. Emergency procurements shall be made with such competition as is practicable under the circumstances. Please answer the 3 questions below and attach all documentation and sign*.

City Policy is to maximize competition in the procurement process. Exceptions to competition (sole source/propriety procurement/emergency) must be fully justified, documented, and pre-approved. The following is a list of questions which will substantiate a Sole Source, Proprietary or Emergency Procurement. It will help expedite processing if you provide thorough and sufficient detail when answering each of these questions. Please use additional sheets and attach all additional information to this form if necessary.

Sole Source/Proprietary Justification

1. Briefly, what is the scope of the project in which this product or service will be used.

   This is a renegotiated contract for the City of Flagstaff's Central Square annual maintenance for this system/software. Central Square is the cloud hosted software system that allows the processing of Payroll, Fleet management, Work Orders and various other critical services.

2. Who is the identified vendor and why is this the only product or service that can meet the City's requirements? Uniqueness? Compatibility? Integral component? Availability? Delivery Date? If purchase qualifies as proprietary and there are multiple Distributors, why is this the only Distributor who can satisfy the City's purchasing request?

Vendor: Central Square (F.K.A. Superion, F.K.A. SunGard)

Central Square is the only company able to provide annual maintenance and licencing for this sytem. After two separate attempts to migrate payroll to the Harris/Innoprise suite of software, the project failed both times due to the City's various finacial complexities and other significant reasons. We currently are not in the position to economically or efficienctly change vendors for this service and must maintain and renew existing licensing.

3. Why is this vendor the only available source from which to obtain this product or service? You must provide clear and convincing evidence.

Central Square owns both the software and the hardware for the City's system. Other organizations don't have access to, or the ability to maintain and update the system/software.

4. What efforts have been made to obtain the best price possible? Why do you feel this price is fair and reasonable?

The reason for this change is due to negotiations to obtain better pricing and eliminate unnecessary services in the previous contract. We were able to negotiate the cost down for FY 2021 almost $15,000 (from $81,116.39 to $66,649.90) and gain additional savings in years 2 and 3 of the contract.

Emergency Justification

1.Briefly, what is the scope of the project or emergency related issue in which this pro duct or service will be used.

2. What is the threat to the health, safety or welfare of the public and/or staff? Clearly describe the potential danger from a health, safety or welfare perspective if not corrected.

3.Who is the identified vendor and why were they chosen? Example: Only vendor available or most available? Already onsite and mobilized? Have provided same work on this site in past?

This justification is valid through August 18, 2023 (**TO BE DETERMINED BY BUYER**).
(Maximum 3 years)

WAyne Anderson	2020-07-28		
Authorized Signature	Date	Purchasing Section Buyer's Signature	Date
Waye Anderson	IT Manager	Matt Luhman	Purchasing Manager
Printed Name	Title	Printed Name	Title

Purchasing Director Signature Date

6. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacey Brechler-Knaggs, Grants and Contracts Manager
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE:

Consideration and Approval of Grant Agreement: Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration (FAA) for the Design of a Snow Removal Equipment Building.

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement #3-04-0015-044-2020 with the U.S. Department of Transportation, Federal Aviation Administration in the amount of $859,977 for the Design of a Snow Removal Equipment Building.

Executive Summary:

Accept the grant agreement to provide funding for the Design of the Snow Removal Equipment Building.

Financial Impact:

The City submitted a grant application on December 2, 2019. A Request for Proposal was solicited for Professional Architectural Design Services and on July 7, 2020 council approved the contract with APMI in the amount of $859,977. Based on bids, on July 13, 2020 FAA awarded the City a grant in the amount of $859,977. This grant funds 100% of the project cost. This project is budgeted in 221-07-222-3423-0-4421 in FY 2020-21.

Policy Impact:

None

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

To maintain and deliver quality, reliable infrastructure for our airport. This facility will provide maintenance and support of the delivery of core winter services needed for all aircraft (fixed wing and non-fixed) operations. In addition to housing all the snow removal equipment, this facility will relieve the current space needs deficiency for the fire station. The increase in the available space at the fire station will be made by housing all the snow operations equipment in this new facility.

Has There Been Previous Council Decision on This:

Yes, on July 7, 2020 the City Council approved the Professional Architectural Design Services Contract. This was approved with the understanding that the City had received FAA approval to proceed with the design services and had received the notice of award letter, but that the Grant Agreement would not be available for Council consideration and approval until August.

Options and Alternatives:

- Accept the Grant Agreement which will provide funding to design the snow removal equipment building.
- Not accept the Grant Agreement and the funds will be returned and project terminated.

Background/History:

A Request for Proposal was solicited for Professional Architectural Design Services, bids were received on April 2, 2020 and on July 7, 2020 council approved the contract with APMI in the amount of $859,977. Based on bids, the City received a Grant Offer on July 13, 2020 from FAA for the Airport Improvement Program (AIP) Project No. 3-04-0015-044-2020 to Design the Snow Removal Equipment Building.

Key Considerations:

The estimated cost of construction of the facility is $8M, the design fee is within the typical costs for this type of facility. In addition, per FAA requirements an Independent Fee Estimate was performed and was slightly higher than the design bid amount. The project design is 100% grant funded and the building is needed for the safety and security of the FAA funded equipment and materials.

Community Benefits and Considerations:

The City will benefit in numerous ways with the completion of this project. There will be a consolidation of facility resources (staff, equipment…) and thus, efficiency in these services is expected to increase.

Community Involvement:

Consult – Staff will continue to share the design progress with the airport commission as well as City Council. Empower – The Federal Aviation Administration and City Council have been very supportive of the project.

Attachments: FAA AIP 44 Grant Agreement

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
Arizona, Nevada

FAA PHX ADO
3800 N Central Ave, Suite 1025,
10th Floor
Phoenix, AZ 85012

July 13, 2020

Greg Clifton, City Manager
City of Flagstaff
211 W Aspen Ave
Flagstaff, AZ 86001

Dear Mr. Clifton:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-04-0015-044-2020 at the Flagstaff Pulliam Airport, Flagstaff, AZ. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant by providing their digital signature.

c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their digital signature.

d. You will not be able to make any modification to the text, terms or conditions of the grant offer.

e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows: [Note: ADO may increase frequency of reporting based upon risk posed by the sponsor]
    1. Non-construction project: Due annually at end of the Federal fiscal year.

2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final invoice and closeout documentation as required by your Airports District Office.

Braven Dyer, braven.dyer@faa.gov, (602) 792-1068, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Mike N. Williams,
Manager
Phoenix Airports District Office

U.S. Department of Transportation Federal Aviation Administration

GRANT AGREEMENT

PART I –OFFER

Federal Award Offer Date	July 13, 2020
Airport/Planning Area	Flagstaff Pulliam
AIP Grant Number	3-04-0015-044-2020
Unique Entity Identifier	088302625

TO: City of Flagstaff
(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 19, 2020, for a grant of Federal funds for a project at or associated with the Flagstaff Pulliam Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Flagstaff Pulliam Airport (herein called the "Project") consisting of the following:

Design of Snow Removal Equipment, Sand and Chemical Storage Building per A/C 150/5220-18A

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $859,977.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

$0 for planning
$859,977 airport development or noise program implementation; and,
$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 30, 2020, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other

final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration And UniversalIdentifier.**

    A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    A. May not be increased for a planning project;

B. May be increased by not more than 15 percent for development projects if funds are available;

C. May be increased by not more than 15 percent for land project if funds are available.

18. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

19. Ban on Texting While Driving.

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

20. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

21. Exhibit "A" Property Map. The Exhibit "A" Property Map dated 12/04/2008, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

    i. Gross mismanagement of a Federal grant;
    ii. Gross waste of Federal funds;
    iii. An abuse of authority relating to implementation or use of Federal funds;
    iv. A substantial and specific danger to public health or safety; or
    v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows**:**

    i. A member of Congress or a representative of a committee of Congress;
    ii. An Inspector General;
    iii. The Government Accountability Office;
    iv. A Federal office or employee responsible for oversight of a grant program;
    v. A court or grand jury;
    vi. A management office of the grantee or subgrantee; or
    vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).

23. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this_____day of _____,_____.

City of Flagstaff
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: *(Typed Name of Sponsor's Authorized Official)*

Title: *(Title of Sponsor's Authorized Official*

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of_____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____(location) this _____day of _____,_____

By: _____
(Signature of Sponsor's Attorney)

[1]Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]

f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. Title VIof the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. 874.1

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 - Equal Employment Opportunity[1]

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 –Flood Plain Management

d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

a. 2 CFR Part180 - OMBGuidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment

d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

e. 14 CFR Part 150 - Airport noise compatibility planning.

f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]

i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

m. 49 CFR Part 20 - New restrictions on lobbying.

n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

   c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

    It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

    In carrying out planning projects:

    a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

    b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

    c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

    d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

    e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

    f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

    g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

    h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

    a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;

2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing:

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

6. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jared Tolman, Library Director
Co-Submitter:	Mark Cesare
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE:

Consideration and Approval of Contract: Integrated Library System (ILS) Project; Contract #2020-09 with ByWater Solutions in the amount not to exceed $160,200.00. Flagstaff City- Coconino County Public Library District; Replacement of Current Integrated Library System.

STAFF RECOMMENDED ACTION:

1. Approve the purchase agreement with ByWater Solutions for a new Integrated Library System.
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

Almost every library uses an Integrated Library System (ILS). As the name suggests, an ILS is an enterprise-level computer system that combines all of the records and functions needed to coordinate library services. For example, the current ILS manages over 155,000 user records (patrons and staff) and over 463,000 catalog records (titles and items). These records are managed by software modules that accomplish necessary tasks: Circulation (check-in, check-out, holds), Cataloging (collection management), Periodicals (magazines), Acquisitions (new purchases), and the Online Catalog (public web and app interface, “my account” access).

The Library has been using its existing Integrated library system (ILS) since 2001 (Symphony, provided by SirsiDynix). While this system has served the library well, new technologies are offering new options that will benefit the Library. Through an RFP/competitive bidding process, our library has selected the Koha ILS, with support provided by ByWater Solutions.

Koha is an open-source ILS. That is, anyone can write code and develop modules/widgets for the system. Because the code is not proprietary (like the existing system), costs are reduced while offering a more flexible and customizable ILS. The proposed ILS is a cloud-based, hosted system. This further reduces costs by eliminating in-house server maintenance.
Because Koha’s ILS system was created in the days of cloud base computing, this new ILS system will also provide more customer service tools for the library to better meet the needs of our library patrons in a ever growing computer world.

Financial Impact:

The ILS serves the entire Coconino County Free Library District and is entirely funded by the District. The budget for this contract in FY2020-2021 is $187,189 in account number 030-07-037-6003-5-4301. There will be no impact to the City's General Fund.

After the first-year system migration, ongoing maintenance costs will be reduced by about 75%, which represents about $75,000 in savings for the District annually.

Policy Impact:

None.

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

Goal CC.5. Support and promote art, science, and education resources for all to experience.
Goal PF.2. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.
Goal ED.2. Support and encourage an excellent educational system that pro-motes critical thinking and job training programs at all levels.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Approve the purchase agreement for a five-year term with ByWater Solutions for an ILS, reducing annual maintenance costs by 75%. Recommended.
2. Approve the purhcase agreement for a five-year term with ByWater Solutions for an ILS, but direct staff to not purchase one or more of the options offered, thus further reducing the contract price.
2. Do not approve the purchase agreement and direct staff to either a) continue operating with existing system and annual maintenance costs, or b) reject all proposals and direct staff to solicit new proposals .

Background/History:

Purchasing staff published a Request for Proposals (RFP) solicitation for the Library ILS System in the Arizona Daily Sun on May 17 and May 24, 2020, and posted the solicitation on the City of Flagstaff's PlanetBids Website on May 13, 2020. On June 4, 2020, the City received six Proposals from Library system vendors. A five-member Selection Committee consisting of City staff, and one from an outside business, reviewed and evaluated the proposals. Based upon the numerical scoring of the proposals, the Selection Committee identified ByWater Solutions LLC as the most qualified vendor for providing the Library ILS System and is being recommended for the Project. Evaluation scores for all vendors are as followed:

ByWater Solutions 475
Equinox 443
Insignia 389
Book Systems 360
Demco 356
The Library Corp 328

ByWater Solutions LLC proposed a system that most reflected what the Library requested with a more fiscally responsible fee schedule.

Attachments: ByWater Proposal Attachment A

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES
Contract No. 2020-09

This Contract is entered into this _____ day of _____, 2020 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and ByWater Solutions LLC, a Limited Liability Corporation.

WHEREAS, the City of Flagstaff desires to receive, and Contractor is able to provide materials and/or services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

Library ILS System

and as more specifically described in the scope of work attached hereto as ***Exhibit A.*** Additional wells and/or well drilling services may also be added under this contract.

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor for annual services as set forth in the Proposal, in a total amount not to exceed **one hundred sixty thousand two hundred dollars ($160,200)** over the five-year term as described in ***Exhibit A.*** City is responsible for electing any optional services and timely notifying Contractor annually. Any price adjustment must be approved in writing and approved by the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the annual Contract price is less than $49,999; otherwise if the annual Contract price exceeds $50,000, City Council approval is required.

3. Standard and Special Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as ***Exhibit B*** are hereby incorporated in this Contractor by reference and shall apply to performance of this Contract, except to the extent modified in ***Exhibit A.***

4. Insurance: Contractor shall meet insurance requirements of the City, set forth in ***Exhibit C.***

5. Contract Term: The Contract term is for a period of five (5) years, commencing on _____, 2020 and continuing through _____, 2025. Scope of work should be completed within two years of contract signature date.

6. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:	To Contractor:
Emily Markel City of Flagstaff 211 W. Aspen Flagstaff, AZ 86001 emarkel@flagstaffaz.gov	Adam Brooks ByWater Solutions LLC PO Box 1346 Santa Barbara, CA 93102 adam@bywatersolutions.com
With a copy to:	With a copy to:

7. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office
Notice to Proceed issued:_____, 2020

EXHIBIT A

SCOPE OF WORK

(ByWater proposal for RFP 2020-09)

EXHIBIT B

CITY OF FLAGSTAFF

STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.

2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. TITLE AND RISK OF LOSS: The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

14. SHIPMENT UNDER RESERVATION PROHIBITED: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

15. LIENS: All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

16. CHANGES IN ORDERS: The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. INVOICES: A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. LATE INVOICES: The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

19. TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

21. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

22. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

23. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

24. OFAC: No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

26. CONTROL: Contractor shall be responsible for the control of the work.

27. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

28. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

29. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

30. ACCEPTANCE: If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

31. WARRANTY: Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

32. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

33. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

35. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

36. GENERAL INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

37. INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

40. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

41. AMENDMENTS: This Contract may be amended by written agreement of the parties.

42. SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. NO WAIVER: Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. ASSIGNMENT: This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

45. BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. SUBCONTRACTING: Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.

48. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

49. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and

any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

50. TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

51. CITY REMEDIES: In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

52. CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

53. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511): The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

61. NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

62. THIRD PARTY BENEFICIARIES: This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

63. GOVERNING LAW: This Contract shall be construed in accordance with the laws of Arizona.

64. FORUM: In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

65. ATTORNEYS FEES: If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys fees, costs, professional fees and expenses.

66. FORCE MAJUERE: There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

There will be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the events described above, and the City will pay no additional costs incurred as a result of such events.

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

EXHIBIT C

INSURANCE REQUIREMENTS

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability – Any Automobile or Owned, Hired and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage $1,000,000

   d. Workers' Compensation and Employer's Liability

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

   e. Professional Liability $2,000,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure

payment of such self insured retention by a surety bond or irrevocable and unconditional letter of credit.

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

   a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.

   b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.

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

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

   e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

   f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.

6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

   Attention: Emily Markel, Senior Procurement Specialist
   Contract No. 2020-09
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 86001.

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

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract

number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

6. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Matt Kakert, IT Operations Manager
Co-Submitter:	CJ Perry
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE:

Consideration and Approval of Cooperative Purchase Contract: Cisco Collaboration Enterprise Agreement with Advanced Network Management, Inc.

STAFF RECOMMENDED ACTION:

1. Approve a Cooperative Purchase Contract with Advanced Network Management, Inc. in an amount not to exceed $135,000 (plus applicable taxes) over a period of five (5) years under the State of Arizona cooperative purchase contract 1GPA 19-07PV-01; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

- The recommended award of the Cooperative Purchase Contract will allow for continued use of the VOIP communications systems, and provide more functionality than our existing licensing structure at a cheaper annual price.
- The above mentioned include Cisco Unified Call Manager, voicemail, Jabber, Cisco Teams, Cisco Webex, and more.
- This Cooperative Purchase Contract will incur an annual cost of $27,000 (plus applicable taxes) for a 5-year period.

Financial Impact:

This Cooperative Purchase Contract has a total cost not to exceed $135,000 (plus applicable taxes), in the form of annual fees cost of approximately $27,000 (plus applicable taxes), over a period of five (5) years, effective immediately. The charges from this Cooperative Purchase Contract are charged to account number 001-01-014-0044-1-4229 and has a budget in FY 2020-2021 of $37,175.

Policy Impact:

No impact.

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

Provide Exceptional Service: Provide employees tools, training, and support.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1. Approve the cost and terms of the proposed Cooperative Purchase Contract; or
2. Do not approve the cost and terms of the Cooperative Purchase Contract. The City will need to continue to pay for these systems on an annual contract, instead of a 5-year contract, paying the premium on year-to-year licenses.

Background/History:

The City of Flagstaff regularly utilizes State of Arizona cooperative purchase contracts to ensure the best pricing possible to keep services fiscally responsible. This Cooperative Purchase Contract locks in the best pricing possible for a consistent cost over a 5-year period, allowing for easier budget planning and cost savings each year.

Key Considerations:

This Cooperative Purchasing Contract 1GPA 19-07PV-01 allows for the best possible pricing locking in the best pricing possible for a consistent cost over a 5-year period, allowing for easier budget planning and cost savings each year. This also provides more functionality than our existing licensing and purchasing structure.

Expanded Financial Considerations:

Approval of this Cooperative Purchase Contract will allow the community to continue to contact and interact with the organization via phone communications, with a locked-in price for 5 years that has an estimated cost savings of $21,000 over 5 years for City of Flagstaff.

Community Benefits and Considerations:

None.

Community Involvement:

None.

Expanded Options and Alternatives:

None.

Attachments:

Cisco Collaboration EA quote
End User Information Form
Coop Contract
Internal Connections
ANM Extension
ANM RFP

Advanced Network Management, Inc
1365 North Scottsdale Road Suite 350
Scottsdale, AZ 85257

Joel Taylor
(602) 312-5308
joel.taylor@anm.com

City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

Matt Kakert
928-213-2000
mkakert@flagstaffaz.gov

Quote #: QT-000022612

CollabEA

July 08, 2020

Part Number	Description	Start Date	End Date	Term(M)	Qty	List Price	Price	Extended Price
A-FLEX-PUBLICSECT	**Flex Public Sector**	7/15/2020	7/14/2025	60	1	$ -	$ -	$ -
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	7/15/2020	7/14/2025	60	1	$ -	$ -	$ -
A-FLEX-EAPL1	EntW On-Premises Calling Tier 1 (1)	7/15/2020	7/14/2025	60	500	$ 11.00	$ 241.39	$ 120,695.00
A-FLEX-TMS-250USR	TMS 250 System License (1)	7/15/2020	7/14/2025	60	2	$ -	$ -	$ -
A-FLEX-TMS-API	TMS Integration API with Microsoft Exchange (1)	7/15/2020	7/14/2025	60	1	$ -	$ -	$ -
A-FLEX-TMS-SN	TMS Serial Number (1)	7/15/2020	7/14/2025	60	1	$ -	$ -	$ -
A-FLEX-SME-11X	Session Manager v11 (1)	7/15/2020	7/14/2025	60	1	$ -	$ -	$ -
A-FLEX-EXP-GW	Enable GW Feature (H323-SIP) (1)	7/15/2020	7/14/2025	60	4	$ -	$ -	$ -
A-FLEX-EXP-E	Enable Expressway-E Feature Set (1)	7/15/2020	7/14/2025	60	2	$ -	$ -	$ -
A-FLEX-EXP-TURN	1800 TURN Relay Option (1)	7/15/2020	7/14/2025	60	2	$ -	$ -	$ -
A-FLEX-EXP-AN	Enable Advanced Networking Option (1)	7/15/2020	7/14/2025	60	2	$ -	$ -	$ -
A-FLEX-EXP-SERIES	Enable Expressway Series Feature Set (1)	7/15/2020	7/14/2025	60	4	$ -	$ -	$ -
A-FLEX-EXP-RMS	Expressway Rich Media Session (1)	7/15/2020	7/14/2025	60	25	$ -	$ -	$ -
A-FLEX-EXP-DESK	Expressway Deskphone Registration (1)	7/15/2020	7/14/2025	60	700	$ -	$ -	$ -
A-FLEX-EXP-ROOM	Expressway Room Registration (1)	7/15/2020	7/14/2025	60	5	$ -	$ -	$ -
A-FLEX-CUCILYNC	CUCILYNC (1)	7/15/2020	7/14/2025	60	60	$ -	$ -	$ -
A-FLEX-JABBER	Jabber (1)	7/15/2020	7/14/2025	60	250	$ -	$ -	$ -
A-FLEX-P-PLMENC-K9	Unified Communications Manager Encryption License (1)	7/15/2020	7/14/2025	60	1	$ -	$ -	$ -
A-FLEX-P-UCM-11X	Unified Communications Manager v11 License (1)	7/15/2020	7/14/2025	60	600	$ -	$ -	$ -
A-FLEX-P-TPRM-11X	Telepresence Room v11 License (1)	7/15/2020	7/14/2025	60	5	$ -	$ -	$ -
A-FLEX-P-ESS-11X	Essential v11 License (1)	7/15/2020	7/14/2025	60	50	$ -	$ -	$ -
A-FLEX-P-COMMON11X	Common Area v11 License (1)	7/15/2020	7/14/2025	60	100	$ -	$ -	$ -
A-FLEX-P-UCXN-11X	Unity Connection v11 License (1)	7/15/2020	7/14/2025	60	600	$ -	$ -	$ -
A-FLEX-P-ER-11X	Emergency Responder v11 License (1)	7/15/2020	7/14/2025	60	1500	$ -	$ -	$ -
A-FLEX-MSG-ENT	Messaging Entitlement	7/15/2020	7/14/2025	60	600	$ -	$ -	$ -
A-FLEX-FILESTG-ENT	File Storage Entitlement	7/15/2020	7/14/2025	60	12000	$ -	$ -	$ -
A-FLEX-DEVREG-ENT	Cloud Device Registration Entitlement	7/15/2020	7/14/2025	60	600	$ -	$ -	$ -
A-FLEX-TMS-PAK	TMS Product Authorization Key (1)	7/15/2020	7/14/2025	60	1	$ -	$ -	$ -
A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	7/15/2020	7/14/2025	60	1	$ -	$ -	$ -
A-FLEX-EXP-KEY	Expressway Release Key (1)	7/15/2020	7/14/2025	60	4	$ -	$ -	$ -
A-FLEX-UCM-PAK	UCM Product Authorization Key (1)	7/15/2020	7/14/2025	60	1	$ -	$ -	$ -
A-FLEX-SW-11X-K9	On-Premises & Partner Hosted Calling SW Bundle v11 (1)	7/15/2020	7/14/2025	60	1	$ -	$ -	$ -
A-FLEX-ER-11X-K9	Emergency Responder SW Bundle v11 (1)	7/15/2020	7/14/2025	60	1	$ -	$ -	$ -
Subscription Term of 60.0 Months - Automatically Renews For 12.0 Months - Billing Frequency = Annual Billing								
						Monthly	$ 2,011.58	
						Annual	**$ 24,139.00**	
						Total Contract	$ 120,695.00	
A-FLEX-CC	**Flex Contact Center**	7/1/2020	6/30/2025	60	1	$ -	$ -	$ -
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	7/1/2020	6/30/2025	60	1	$ -	$ -	$ -
A-FLEX-PJXSC	Flex CC On-Premises UCCX Standard Concurrent Agent	7/1/2020	6/30/2025	60	10	$ 45.00	$ 1,430.50	$ 14,305.00
A-FLEX-05-11X-K9	On-Premises UCCX Standard & Premium Media Kit v11	7/1/2020	6/30/2025	60	1	$ -	$ -	$ -
A-FLEX-J-AGT-RTU	On-Premises PCCE & UCCE, Hosted CCE & CCX Agent RTU	7/1/2020	6/30/2025	60	1	$ -	$ -	$ -
A-FLEX-JX-AGT-PAK	CCX Agent Product Authorization Key	7/1/2020	6/30/2025	60	1	$ -	$ -	$ -
A-FLEX-PJXS-AGT11X	On-Premises UCCX Standard Agent License v11	7/1/2020	6/30/2025	60	10	$ -	$ -	$ -
A-FLEX-PJX-SVR11X	On-Premises UCCX Standard & Premium Server v11	7/1/2020	6/30/2025	60	1	$ -	$ -	$ -
Subscription Term of 60.0 Months - Automatically Renews For 12.0 Months - Billing Frequency = Annual Billing								
						Monthly	$ 238.42	
						Annual	**$ 2,861.00**	
						Total Contract	$ 14,305.00	

Sub-Total	**$ 135,000.00**
Estimated Taxes	**$ 12,394.35**
Shipping Costs	**$ -**
Grand Total	**$ 147,394.35**

Terms and conditions
Quote valid for 30 days. ANM reserves the right to cancel quotes and/or orders in the event of pricing or other errors.
Taxes are estimated and will be invoiced based on actuals. NTTC required for non-taxable sales.
Additional handling and other fees may apply.
Expedited shipping is subject to an additional charge.
Quote is subject to the attached ANM Terms and Conditions. All software and/or hardware is subject to manufacturer terms and conditions.
Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except where prohibited by law.

By signing below, I represent that I am permitted to sign for the above-named entity and hereby authorize ANM to order products and/or perform services in accordance with the terms and conditions of this quote.

Customer Signature Date

Customer Name (Printed) Title

End User Information Form

For End Users of the Cisco Flex Plans

To purchase the Cisco Collaboration Flex Plan or Cisco Spark Flex Plan under the Enterprise Agreement ("EA") or Active User ("AU") buying models for you and your Participating Affiliate(s), an authorized representative of the End User must complete this form in its entirety and sign it. This form will be used for provisioning and entitlement under the Flex Plan, as well as to ensure that you understand the terms of use that apply to your Flex Plan. Cisco will provide a quote to your reseller for the selected buying model, based upon the information that you provide in this form. Your reseller will in turn provide a quote to you. **Your signature is required on this form prior to receiving access to the program.**

End User Overview

Defined Terms Used in This Section

"**Participating Affiliates**" means Your Affiliates whose Meter counts are included on the EUIF.

"**Affiliate**" means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. "**Control**" means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (*e.g.*, a contract that allows control).

"**End User**", "**You**" or "**Your**" mean the final purchasing entity as identified on the EUIF.

End User Information	
End User's full legal name	
Address of End User's principal place of business	

Participating Affiliates
Cisco requires any Participating Affiliate(s) for which you are purchasing coverage to be included in this End User Information Form. Cisco relies on this list to define the scope of the agreement, ensure accurate pricing, as well as effective provisioning and support.
Participating Affiliate(s)
☐ None ☐ Only listed Participating Affiliates (to be recorded immediately below)
Participating Affiliates

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Cisco Collaboration

Additional Defined Terms Used in This Section

"**Employees**" means full or part-time employees of You and Your Participating Affiliates.

"**Contractors**" means non-Employees who (i) work on Your or Your Participating Affiliates' behalf, (ii) whose work is under Your or Your Participating Affiliates' control or supervision pursuant to a consulting, staffing or other similar written contract, and (iii) have access to Your or Your Participating Affiliates' systems or networks in the ordinary course of providing their services to You or Your Participating Affiliates.

"**Knowledge Workers**" means You and Your Participating Affiliates' Employees and Contractors who utilize devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

Your Suite(s) purchased under the Flex Plan
Cisco requires customers purchasing Enterprise Agreement or Active User to complete and sign this End User Information form. You will have access to the Software and/or Services in the Suite(s) you purchase and which are identified on your EUIF.
☐ Meetings Enterprise Agreement ☐ Meetings Active User ☐ Calling Enterprise Agreement

Knowledge Worker Count Worksheet

Cisco Flex Plan EA or AU Offers	Value
Total quantity of Employees of the End User and Participating Affiliates	a.
+ Total quantity of Contractors of the End User and Participating Affiliates	b.
= Total Employees and Contractors (add a. and b.)	c.
Function name and respective quantity of Employees and Contractors that are not considered as Knowledge Workers	
+ Function 1	
+ Function 2	
+ Function 3	
= Sum of the total quantity of Employees and Contractors that are not considered as Knowledge Workers	d.
= Knowledge Worker count (subtract d. from c.)	e.

Cisco Collaboration Flex Plan Education EA only	Value
Total quantity of faculty/staff (Knowledge Workers) at educational institution	a.
Function name and respective quantity of faculty/staff that are not considered as Knowledge Workers	
+ Function 1	
+ Function 2	
+ Function 3	
= Sum of the total quantity of faculty/staff that are not considered as Knowledge Workers	b.
= Knowledge Worker faculty/staff count (subtract b. from a.)	c.
Total quantity of students at educational institution (expected to have access to Meetings) - These are not part of the Knowledge Worker count.	

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End User Information Form Acceptance

THE UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO SIGN THIS FORM ON THE END USER'S BEHALF AND THAT THE INFORMATION PROVIDED, INCLUDING METER COUNTS FOR THE END USER AND ITS PARTICIPATING AFFILIATES, IS ACCURATE AS OF THE DATE OF SIGNATURE. THE UNDERSIGNED UNDERSTANDS THAT THE APPROVED SOURCE RELIES UPON THE INFORMATION PROVIDED IN THIS FORM TO ESTABLISH THE PRICE QUOTE FOR THE END USER'S PURCHASE.

FOR CISCO COLLABORATION FLEX PLAN AU or CISCO COLLABORATION SPARK AU: I UNDERSTAND THAT IN THE EVENT OF PURCHASE TERMS APPLY TO THE INCLUDED SOFTWARE AND SERVICES.

FOR FLEX PLAN EA: I HAVE READ THE ENTERPRISE AGREEMENT PROGRAM TERMS ("PROGRAM TERMS") INCLUDED BELOW, AND UNDERSTAND THAT IN THE EVENT OF AN EA PURCHASE, THESE PROGRAM TERMS APPLY TO THE SOFTWARE AND SERVICES AS DESCRIBED IN THE PROGRAM TERMS.

Full Legal Name of the End User Organization (e.g., company, government entity) You Represent	
Last Name, First Name	
Title	
Date	x___EUIF_DATE___
End User Authorized Representative Signature	x___EUIF_SIGN___

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Cisco Enterprise Agreement Program Terms and Conditions for End Users

These terms and conditions together with the applicable Enrollment Descriptions and EUIF (collectively, "**EA Program Terms**") govern any Suites that You order under the Cisco Enterprise Agreement Program ("**Purchased Suites**"). The EA Program Terms do not modify the terms of any Cisco products or services You purchase outside of the Cisco Enterprise Agreement Program.

By signing these terms and conditions You agree to the EA Program Terms and the Licensing Documents. If You do not agree to the EA Program Terms or Licensing Documents, You may not Consume the Software or Cloud Services. Notwithstanding the foregoing, You are not obligated to make a purchase by entering into the EA Program Terms, and neither the EA Program Terms nor the Licensing Documents will apply until You place an order as further described in section 1, below.

1. **Orders**. To purchase Suites under the EA Program Terms, You must first submit the applicable EUIF and Enrollment Description signed by Your authorized representative to the Approved Source. The EUIF must list: (a) Your Participating Affiliates; (b) the Purchased Suites; (c) the Suite Term; and (d) accurate Meter counts for You and all Participating Affiliates. You will then be required to place an order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source.

2. **Access To Purchased Suites**. Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates the right to Consume the Purchased Suites during the Suite Term via the EA Workspace or as otherwise set forth in the applicable Enrollment Description. You must pay for all Software and Cloud Services Consumed. You are responsible for keeping all login credentials to the EA Workspace secure and for the actions of any individual You or a Participating Affiliate authorize to access the EA Workspace, including payment for any Software or Cloud Services Consumed by such individuals.

3. **Enterprise-wide Commitment**. The Approved Source relies on the information You provide in the EUIF to establish the Enterprise-wide Commitment. During the Suite Term, Your payment obligation related to the Enterprise-wide Commitment may increase as a result of any of the following: (a) You exceed the Initial Growth Cap (as described in section 5); (b) You exceed the Initial Entitlement or the previous year's Entitlement subject to a True Forward (as described in section 6); or (c) You purchase an additional Suite (as described in section 9).

4. **Term & Termination**.

    a. **Term**. The Term of the EA Program Terms will commence on the date of signature below and continue so long as there is an active Purchased Suite, unless earlier terminated in accordance with section 4(c)(i), below.

    b. **Suite Term**. The Suite Term for each Purchased Suite will commence on the Suite Start Date and last for the period set forth in the EUIF, unless terminated in accordance with section 4(c)(i), below.

    c. **Termination**.

        i. Either party may terminate the EA Program Terms or a Purchased Suite if the other party materially breaches the EA Program Terms and does not cure the breach within 30 days of written notice of the breach.

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ii. In the event of Your uncured material breach of the EA Program Terms for non-payment of fees to the Approved Source, Cisco may, in lieu of termination of the Program Terms pursuant to section 4(c)(i), suspend Your right to Consume the Software and Cloud Services in the Purchased Suite and suspend Your access to the EA Workspace, until Your breach has been cured.

iii. In the event of Your termination for Cisco's uncured material breach of the EA Program Terms, Cisco will refund to the Approved Source (or You, if You purchased directly from Cisco) any fees You paid covering the period after the effective date of termination.

iv. Other than as provided in this section 4 and to the extent permitted by law, the EA Program Terms and any orders placed thereunder are non-cancellable and may not be terminated.

d. **Effect of Termination; End of Suite Term**. Upon termination or at the end of the Suite Term:

i. The following rights will terminate with respect to the Purchased Suites: (1) Your right to Consume Cloud Services and Software; (2) Your right to access the EA Workspace; (3) Your right to receive Support Services; and

ii. You must destroy the product activation keys (PAKs) provided in connection with the Purchased Suites.

5. **Initial Growth Cap**. If You exceed the Initial Growth Cap during the first six months of the Suite Term, the Approved Source may charge You for such Consumption above the Initial Growth Cap. If the Purchased Suite includes a Growth Allowance (described in the applicable Enrollment Description), the Growth Allowance cannot be used to offset fees for exceeding the Initial Growth Cap.

6. **True Forward**.

a. Cisco performs a True Forward for the Purchased Suites on each anniversary of the Suite Start Date. On the first anniversary of the Suite Start Date, if You have exceeded the Initial Entitlement, the Approved Source will charge You for the Consumption above the Initial Entitlement through the remainder of the Suite Term. On each subsequent anniversary of the Suite Start Date, the Approved Source will charge You for any Consumption above the previous year's Entitlement through the remainder of the Suite Term.

b. Your True Forward payment obligation for each Purchased Suite will be calculated by comparing Your Consumption of Software and Cloud Services to Your Entitlement for the previous year. Any payment owed to the Approved Source will be determined as follows and reflected in the price quote from the Approved source: the unit price less any applicable discount or incentive multiplied by the quantity by which You exceeded Your then-current Entitlement. The price used to calculate any True Forward fees will be established when You place the order for each Purchased Suite.

c. For some Suites, a portion of Your True Forward payment obligation may be offset by the residual value remaining in Software or Cloud Services in the same Suite. This process is called value shift, and the applicable Enrollment Description indicates whether and to the extent value shift applies to a given Suite.

d. There is no fee for exceeding the Entitlement in the final year of the Suite Term.

7. **Updates to Purchased Suites**. Cisco may enhance or refine the Purchased Suites at no additional cost to You. Such updates will not materially reduce the core functionality of the Purchased Suites.

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8. **End of Life**. Notwithstanding anything in the EA Program Terms to the contrary, Cisco reserves the right to discontinue a Suite with at least three years' prior notice. If a Purchased Suite is discontinued, Cisco will either: (a) provide You a substantially similar replacement Suite for the remainder of the Suite Term; or (b) issue a credit to the Approved Source (or You, if You purchased directly from Cisco) for any fees You paid for the Purchased Suite covering the period after the last date such Purchased Suite is available for You to Consume. Such credit can be applied towards the future purchase of Cisco products and services.

9. **Purchasing Additional Suites**. You may purchase additional Suites by submitting a new EUIF and order to the Approved Source. Additional Suites may co-terminate with a pre-existing Purchased Suite provided there are at least 12 months remaining in the Suite Term of such pre-existing Purchased Suite. Otherwise, additional Purchased Suites will be given a new Suite Term and will be subject to the then-current EA Program Terms in accordance with section 10, below.

10. **Modifications**. As our business evolves, Cisco may modify the EA Program Terms. Updated EA Program Terms do not apply to pre-existing Purchased Suites or to future orders that co-terminate to a pre-existing Purchased Suite, which will be governed by the version of the EA Program Terms already in effect for the pre-existing Purchased Suite.

11. **Participating Affiliates**. You are responsible for Your Participating Affiliates' compliance with the EA Program Terms.

12. **Support Services**. Basic Support Services are included in the price of the Purchased Suite and described in the applicable Enrollment Description and Licensing Documents. Higher levels of Support Services may be available for You to purchase and, if You elect to do so, will be described in documentation provided to You at the time of purchase.

13. **Importation Fee for Embedded Software**. For Purchased Suites that include Embedded Software, the value of Embedded Software will be deducted from the purchase price of the related Cisco hardware. If You are required to pay an Importation Fee, Your jurisdiction may use the value of both the hardware and Embedded Software to calculate the Importation Fee. Accordingly, the Importation Fee on the value of the combined products may be higher than if calculated solely using the price of the hardware.

14. **Delivery of Embedded Software**. Embedded Software is delivered pre-installed on Cisco hardware to the address provided on the purchase order for the Cisco hardware. Your use of the smart licensing account Cisco designates for the Embedded Software will ensure accurate pricing of the Embedded Software.

15. **No Assignment & Transfer**. Neither the EA Program Terms, nor any right or obligation herein may be assigned or transferred by a party (including under Cisco's Software Transfer and Relicensing Policy) without the other party's prior written consent, which may not be unreasonably conditioned, withheld, or delayed. Any attempted assignment without the other party's consent shall be void and of no effect. Notwithstanding the foregoing, Cisco may assign the EA Program Terms and any right or obligation herein to a Cisco Affiliate without Your consent.

16. **Verification**. Upon reasonable request from Cisco, You will assist Cisco in verifying the quantity of Software and Cloud Services that You have Consumed. If the verification discloses Consumption above Your then-current Entitlement, the Approved Source will charge You for the excess Consumption in accordance with the EA Program Terms.

17. **Combined Discounts**. The pricing, discounts, and other incentives offered in connection with a Purchased Suite may not be combined with any other price reductions, discounts, promotional pricing, rebates, credits, trade-in, or other pricing programs or incentives offered by Cisco unless expressly agreed by Cisco in writing.

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18. **Entire Agreement**. The EA Program Terms constitute the entire agreement between the parties concerning the Cisco Enterprise Agreement Program and supersede all prior oral or written communications between the parties concerning the program.

19. **Order of Precedence**. The documents comprising the EA Program Terms are complimentary, and to the extent possible, construed and interpreted consistently. In the event of an inconsistency, conflict, or ambiguity between the EA Program Terms, the order of precedence for any Purchased Suite is first the EUIF, then the Enrollment Description, and then these terms and conditions. The EA Program Terms take precedent over the applicable Licensing Documents.

20. **Definitions**.

    a. "**Affiliate**" means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. "**Control**" means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (*e.g.*, a contract that allows control).

    b. "**Approved Source**" means Cisco or a Cisco authorized reseller, distributor, or systems integrator.

    c. "**Cisco**" means Cisco Systems, Inc. or its applicable Affiliate delivering the EA Program Terms.

    d. "**Cloud Service**" means the Cisco hosted software-as-a-service listed in the applicable Enrollment Description.

    e. "**Consume**" or "**Consumption**" means to download, install, activate, provision, enable, or otherwise access Software or Cloud Services.

    f. "**EA Program**" has the meaning given to it in the introductory paragraph.

    g. "**EA Program Terms**" has the meaning given to it in the introductory paragraph.

    h. "**EA Workspace**" means the portal from where You Consume Software and Cloud Services and view and manage Your Entitlement.

    i. "**Embedded Software**" means Software that is delivered on newly purchased Cisco hardware.

    j. "**End User**," "**You**," or "**Your**" means the final purchasing entity as identified on the EUIF.

    k. "**Enterprise-wide Commitment**" means Your purchase commitment in the Purchased Suite for You and all Participating Affiliates, as reflected on the EUIF.

    l. "**Entitlement**" means, at any point in time during the Suite Term, the type and quantity of Software and Services as determined by the Meter counts for which You have already paid the applicable fees to the Approved Source.

    m. "**Enrollment**" means a combination of Suites belonging to the same Cisco product family. Cisco DNA, Cisco Data Center, Cisco Security Choice, Cisco Meraki, and Cisco Collaboration Flex Plan each represent an Enrollment.

    n. "**Enrollment Description**" means the supplemental program terms and description governing an Enrollment.

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o. **"EUIF"** means the End User Information Form for the Purchased Suite.

p. "**EULA**" mean's Cisco End User License Agreement, available at cisco.com/go/eula.

q. "**Growth Allowance**" means the right to exceed the Initial Entitlement without incurring additional fees as set forth in the applicable Enrollment Description.

r. "**Importation Fee**" means an import duty or tax on the purchase of Cisco hardware.

s. "**Initial Entitlement**" means Your Entitlement at the start of the Suite Term as determined by the Meter counts for You and all Participating Affiliates provided on the EUIF.

t. "**Initial Growth Cap**" means 105% of the Initial Entitlement.

u. "**Licensing Documents**" means the EULA and SEULAs for the Software and UCA and ODs for the Cloud Services in the Purchased Suites (or similar terms existing between You and Cisco). The applicable Licensing Documents are listed in the Enrollment Description for each Purchased Suite.

v. "**Meter**" means the unit of measurement for Software or Cloud Services Consumption.

w. "**OD**" means the offer description and supplemental licensing terms governing Cloud Services.

x. "**Participating Affiliates**" means Your Affiliates whose Meter counts are included on the EUIF.

y. "**Purchased Suites**" has the meaning given to it in the introductory paragraph.

z. "**Services**" means both Cloud Services and Support Services.

aa. "**SEULA**" means the supplemental licensing terms governing Software.

bb. "**Software**" means the Cisco software listed in the applicable Enrollment Description.

cc. "**Suite**" means a combination of Software and Services in an Enrollment.

dd. "**Suite Start Date**" means, with respect to each Purchased Suite, the earliest date any Software or Cloud Service in the Purchased Suite is made available for You to Consume.

ee. "**Suite Term**" means, with respect to each Purchased Suite, the duration of the Purchased Suite.

ff. "**Support Services**" means maintenance, technical assistance, or other support provided for the Software and Cloud Services in a Purchased Suite.

gg. "**Term**" means the duration of the EA Program Terms.

hh. "**True Forward**" means an annual adjustment to account for exceeding the previous year's Entitlement.

ii. "**UCA**" means Cisco's Universal Cloud Agreement, available at cisco.com/go/uca.

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Cisco Collaboration Flex Plan Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites and additional terms and conditions that apply to the Cisco Collaboration Flex Plan Enrollment. You may purchase any or all of the Suites available under the Cisco Collaboration Flex Plan Enrollment, but the collection of Software and Cloud Services that comprise a Suite may not be modified.

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; UCA; EULA	Deployed Knowledge Worker
	Cisco Webex Meetings	Cloud Service		
	Cisco Webex Teams	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Calling Enterprise Agreement	Cisco Webex Teams	Cloud Service	Cisco Collaboration Flex Plan OD; UCA; EULA	Deployed Knowledge Worker
	Cisco Webex Calling; or Cisco Webex Calling for SP; or Cisco Webex Calling (formerly Cisco Spark Call)	Cloud Service		
	UCM Cloud Calling	Cloud Service		
	Partner-Hosted Unified Communications Calling	Software		
	On-Premises Unified Communications Manager Calling	Software		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; UCA; EULA	Deployed Knowledge Worker; Student
	Cisco Webex Meetings	Cloud Service		
	Cisco Webex Teams	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement	Cisco Webex Calling (formerly Cisco Spark Call)	Cloud Service	Cisco Collaboration Flex Plan OD; UCA; EULA	Deployed Knowledge Worker
	On-Premises Unified Communications Manager Calling	Software		

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Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Enterprise Agreement for Public Sector	Cisco FedRAMP Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; UCA	Deployed Knowledge Worker
	Unified Communications Manager Cloud for Government	Cloud Service		

Supplemental Terms and Conditions

Applicable Meters

The Meter for the Cisco Collaboration Flex Plan Enrollment is the number of Deployed Knowledge Workers.

"**Deployed Knowledge Worker**" means a Knowledge Worker who has a profile configured within the Software or Cloud Service provisioning platform and associates that profile with the applicable desk phone, Jabber client, Webex Teams client, mobile phone, video device, or personal computing device. You must assign each Knowledge Worker a cloud, on-premises, or hosted account to be treated as a single Deployed Knowledge Worker. A Knowledge Worker who is assigned more than one configuration (cloud, on-premises, or hosted) will be counted as multiple Deployed Knowledge Workers. If at any time during the Term You change a Deployed Knowledge Worker's deployment type, You may be required to pay additional applicable fees immediately upon such change. "**Knowledge Worker**" means an employee or contractor who utilizes devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

If You purchase the Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement Suite, Your Students may Consume the Purchased Suite free of charge. "**Student**" means an individual who is currently enrolled or registered at Your institution for academic study on a full- or part-time basis. Employees, contractors, alumni, former students, prospective students, and students on an extended leave or indefinite absence are not considered Students. You will be required to provide a Student count on the EUIF. Thirty days prior to the True Forward event, you or your Reseller must update your order to reflect the number of Students provisioned at that time, which will be used to determine if you have exceeded your Growth Allowance. Failure to update your subscription will result in the additional Students being counted as Deployed Knowledge Workers for purposes of the True Forward.

Access to Purchased Suites

The Cisco Collaboration Flex Plan Enrollment does not utilize the EA Workspace. Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates access to the Purchased Suites via automated integrated electronic delivery tools and email notification to the point of contact designated in the order.

Purchasing Additional Suites

During the Suite Term, You may add another Cisco Collaboration Flex Plan Suite without submitting a new EUIF.

Common Area Licenses

Common area licenses are calling licenses not associated with Knowledge Workers that are intended to be used in lobbies, conference rooms, and other public spaces. If Your Consumption of common area licenses exceeds 50% of Your then-current Deployed Knowledge Worker count, the Approved Source may charge You for such excess Consumption.

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Term and Termination

At the end of the Suite Term, the Purchased Suite will automatically renew for one year (a "**Renewal Suite Term**") unless: (a) You elect on the order not to auto-renew; or (b) at least 30 days before the end of then-current Suite Term, You notify the Approved Source of Your intention not to renew the Purchased Suite. If the Growth Allowance has not been exceeded, the Purchased Suite will renew for the Knowledge Worker count on the EUIF. If the Growth Allowance has been exceeded, the Purchased Suite will renew for the Deployed Knowledge Worker count at the end of the then-current Suite Term.

Notwithstanding the foregoing, the Approved Source will notify You of any fee changes reasonably in advance of the Renewal Term. The new fees will apply for the upcoming Renewal Term unless You notify the Approved Source that You do not accept the fee changes before the next Suite Start Date.

Growth Allowance

The Growth Allowance for the Cisco Collaboration Flex Plan Enrollment is 20%. During the Suite Term, You may Consume up to 120% of the Initial Entitlement without incurring any additional charges. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the Initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges.

Support Services

The basic Support Services are set forth in the Cisco Collaboration Flex Plan OD.

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COOPERATIVE PURCHASE CONTRACT
Contract No. 2021-10

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Advanced Network Management Inc., a New Mexico Corporation, ("Contractor").

RECITALS:

A. Contractor has a 1 Government Procurement Alliance (1GPA) Cooperative Purchasing Agreement (#19-07PV-01) – procured by Paradise Valley Unified School District, Scottsdale, Arizona to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) and/or Scope of Work submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

Phone System Licensing

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or *Exhibit A* attached hereto and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and or services provided not to exceed one-hundred forty seven thousand three hundred ninety four dollars and thirty five cents **($147,394.35) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B* attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

Price: "Per Purchase Order" and "Scope of Work"

Specifications: "Per Purchase Order" and "Scope of Work"

Schedule of performance: "Per Purchase Order"

Delivery location "Per Purchase Order" and "Scope of Work"

Notices: All notices to City shall be sent to:

Brian Eilerts, MBA, CSSMBB
Senior Procurement Specialist
Purchasing Department
211 W. Aspen Ave.
Flagstaff, Arizona 86001
(928) 213-2275
Brian.Eilerts@flagstaffaz.gov

Attach: Certificate of Insurance

EXHIBIT B
AGENCY CONTRACT

1GPA) Cooperative Purchasing Agreement (#19-07PV-01) – procured by Paradise Valley Unified School District, Scottsdale, Arizona

The following is a Cooperative Solicitation eligible for E-rate, Category 2 with 1GPA Form 470 filed with USAC, released via Paradise Valley Unified School District acting as the lead agency for 1Government Procurement Alliance:

Request for Proposal #19-07PV
Internal Connections (E-Rate Category 2 Eligible)

Proposal Due Date and Time: May 7, 2019 at 1:00 PM Arizona Time

RFP Opening Location: Paradise Valley Unified School District – Lead Agency
15002 N. 32nd Street
Phoenix, Arizona 85032
See enclosed information for submittal instructions.

Electronic Submittal: Bonfire electronic submittals will be accepted until the due date and time.
See enclosed information for electronic submission instructions.

Final Deadline for Questions: April 30, 2019

In accordance with the Arizona procurement code and rules, Competitive Sealed Proposals for the materials or services specified will be received by the 1GPA lead agency, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the name of each Offeror will be publicly read. All other information contained in the Proposal shall remain confidential until award is made.

Solicitations shall be in the actual possession of the 1GPA lead agency on or prior to the time and date, and at the location indicated above. Late solicitations shall not be considered.

Solicitations must be submitted in a sealed envelope with the Request for Proposal number and the Offerors name and address clearly indicated on the envelope. Additional instructions for preparing a solicitation are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be directed to: Claudia Leon, Director of Purchasing
Email: clleon@pvschools.net
Phone: 602-449-2084

Claudia Leon

Claudia Leon, Director of Purchasing
Paradise Valley Unified School District (PVUSD)

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Solicitation Issuance Date: April 4, 2019

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DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, **Click Here** to be re-directed to 1GPA website available at:
http://1gpa.org/state-statutes/

Local Governments website (USA.gov): http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Federal:

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
http://www.irs.gov/pub/irs-pdf/fw9.pdf

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml

Federal Communications Commission (FCC)
www.fcc.gov

Universal Service Administrative Co. (USAC) and School and Libraries Division (SLD)
https://www.usac.org/sl/default.aspx

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

OFFEROR'S PROPOSAL AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Proposal.

Federal Employer Identification Number	Address
Company Name	City, State Zip
Printed Name	Company Telephone Number
Title	Accounting / AP Contact Name
Primary Email (for Contract Inquiries)	Accounting / AP Email

Authorized Signature

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor agrees to comply with the requirements of submitting Usage Reports and Purchase Orders and/or Contracts to 1GPA. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S PROPOSAL AND CONTRACT ACCEPTANCE

The Proposal is hereby accepted:

The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as 19-07PV- , Internal Connections

Awarded this _____ day of _____ 20___

This contract shall be effective this _____day of _____ 20___

1GPA

Signature: _____ Date: _____

Printed Name: _____Title: _____

Approved By: Paradise Valley Unified School District

Signature: _____ Date: _____

Printed Name: _____ Title: _____

DEFINITION OF TERMS

A complete list of definitions can be in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Offeror to submit as part of the Proposal.

"Contract" means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; the Proposal and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

"*Contract Amendment"* means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the 1GPA.

"Cost" means the aggregate cost of all materials and services, including labor performed by force account.

"Days" means calendar days and shall be computed pursuant to A.R.S. 1-243.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"Governing Body" means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

"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.

"*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.

"Member" means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

"Offeror" means a person submitting a Proposal in response to a Request for Proposals

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

"Purchase Order or PO" means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

"Responsible Bidder or Offeror" means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

"Responsive Bidder or Offeror" means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

"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.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposal ("RFP"), or a Request for Qualification ("RFQ").

"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.

UNIFORM INSTRUCTIONS TO OFFERORS

1. **Inquiries**

A. **Duty to Examine** - It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.

B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.

C. **Submission of Inquiries** - Questions and/or clarifications concerning this RFP will be accepted in writing through April 30, 2019 by 5:00 p.m. Request may be transmitted via facsimile or email. Written responses to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, are scheduled to be issued by May 1, 2019 by 5:00 p.m. No Offeror may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this RFP shall be directed to Claudia Leon, Director of Purchasing, clleon@pvschools.net.

D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Offerors adjusting their proposal based on oral instructions by any member of 1GPA or lead District Personnel.

E. **Pre-Proposal Conference** - If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

F. **Proposal Opening:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.

G. **Time Stamp**: Proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Proposal deposited on time at the place specified.

H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. **Proposal Preparation**

A. **Forms** - A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. **Typed or Ink Corrections** - The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.

C. **Signature(s) on Proposals** - The Proposal and Contract Acceptance document must be submitted with an original ink signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.

D. **Exceptions to Terms and Conditions** - All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the

exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal. No exceptions included in the Proposal shall become part of the resulting Contract unless agreed and accepted to by 1GPA.

E. **Subcontracts** - Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.

F. **Cost of Proposal Preparation** - 1GPA will not reimburse any Offeror the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Proposal.

H. **Provision of Tax Identification Numbers** - Offerors are required to provide their Federal Tax Identification number, if applicable, in the space provided on the Proposal and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.

I. **Taxes**:

1. **Federal Excise Tax** - Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.

2. **Transaction Privilege Taxes** - Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.

3. **Property Taxes** - Arizona School Districts/Public Entities do not pay state property taxes.

4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.

5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States - Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

J. **Disclosure** - If the firm, business, or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Instructions, Terms and Conditions;

3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Uniform Instructions to Offerors.

L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Proposal**

A. **Sealed Envelope or Package** - Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation number should be plainly marked on the outside of the envelope or package.

B. **Electronic Submission** - If determined by 1GPA that electronic submission of Proposals is advantageous, 1GPA will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.

C. **Proposal Amendment or Withdrawal** - An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.

D. **Public Record/Confidentiality** - Under applicable law, all Proposals submitted and opened are public records and must be retained by 1GPA. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Offeror believes that its proposal contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. Requests to deem the entire Proposal as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

E. **Certification** - By signing the Proposal and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, Federal Executive Order 11246 and A.R.S. §41-1461 through 1465; and

3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and

6. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.

8. The Offeror warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393 and Texas Gov't Code 2270.002.

4. **Additional Information**

A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the most advantageous proposal.

C. **Late Proposals, Modifications or Withdrawals** - A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.

D. **Disqualification** - The Proposal of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Proposal Acceptance Period** - An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).

F. **Payment** - 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 within thirty (30) days.

G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:

1. Waive any minor informality;
2. Reject any and all Proposals or portions thereof; or
3. Cancel the Solicitation.

5. **Award**

A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award, by region, or by location, as indicated

within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members.

B. **Contract Inception** - A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by 1GPA with an authorized signature on the Proposal and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.

C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA signs the Proposal and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the lead agency representative, Claudia Leon, Director of Purchasing.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.
6. The interested party shall supply promptly any other information requested by 1GPA or lead agency.

B. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.

C. In cases other than those covered in section B of the section, the interested party shall file the protest within 10 days after 1GPA or lead agency makes the procurement file available for public inspection.

D. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM TERMS AND CONDITIONS

1. **Cooperative Purchasing**

A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

C. **Cooperative Purchasing Contracts** - Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

D. **Non-Exclusive Contract** - Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.

E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this RFP is Paradise Valley Unified School District.

2. **Contract Interpretation**

A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

B. **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.

C. **Relationship of Parties** - Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.

D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.

E. **No Parol 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.

F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed 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**

A. **Records** - Under A.R.S. § 41-2548, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

B. **Audit** - At reasonable times 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 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. **Inspection and Testing** - The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.

D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA 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 notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. **Advertising and Promotion of Contract** - Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

F. **Administration Fee** - 1GPA implements an Administrative Fee of .01 (1%). For this contract only, the Administrative Fee shall **NOT** be included in the offeror's net pricing. E-Rate eligible purchases do not reimburse applicants for administrative fees and it is the responsibility of the contractor to invoice a separate line item (non-eligible item) to the member agency. The Administrative Fee shall be paid by the Contractor to 1GPA. 1GPA will not bill the Member directly for administrative fees unless specifically requested by the Member. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to 1GPA.

G. **Usage Reports –** The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.

H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report electronically via email to: cknorr@1gpa.org.

I. **Purchase Orders/Contracts -** All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation.

J. **Invoicing of Administration Fee –** Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law.

Administrative Fees shall be paid to "1GPA" and mailed to:

1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at cknorr@1gpa.org.

B. **Billings** - Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.

C. **Payment** - Payment terms are Net thirty (30) from receipt of Contractor's invoice

D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:
1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
2. Purchase order describes the amounts or percentages and the dates or frequency of payments
3. Payments are made in full compliance with Member's local governing entity rules

E. **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 Member 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.

F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.

G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. 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 an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or 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 and this Contract based on those changes.

B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. **Risk and Liability**

A. **Risk of Loss** - 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.

B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure**

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; injections-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.

2. Force Majeure shall <u>not</u> include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. 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
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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.

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.

7. **Warranties**

A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

4. Adequately contained, packaged and marked as the Contract may require; and

5. Conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members 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.

D. **Inspection/Testing** - The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **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 licenses and permits.

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of 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, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

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. **Contractual Remedies**

A. **Right to Assurance** - If 1GPA 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, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 1GPA 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 1GPA is, or becomes at any time while the Contract or an extension 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.

B. **Gratuities** - 1GPA may terminate this Contract if it is determined that gratuities were offered or given by the Contractor or a representative of the Contractor to any officer or employee of 1GPA 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.

C. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, 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.

D. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. 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.

E. **Cancellation for Non-Performance or Contractor Deficiency** - 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Providing work and/or material that was not awarded under the contract;
3. Failing to adequately perform the services set forth in the scope of work and specifications;
4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
6. Performing work or providing services under the contract prior to receiving a 1GPA reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

F. **Contractor Cancellation** - Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.

G. **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**

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirement**

A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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.

C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and 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. All costs necessary to verify compliance are the responsibility of the Contractor.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.

F. **Terrorism Country Divestments** - Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.

I. **Boycott of Israel –** Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

J. **EDGAR –** When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR)**. All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained within this document.

K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.

L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

M. **Child/Sweat-Free Labor Policy –** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to any Member under the resulting contract are in compliance.

N. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least $1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

https://www.ethics.state.tx.us/tec/1295-info.htm
https://www.ethics.state.tx.us/whatsnew/faq_form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

O. **Universal Administrative Company (USAC) and Schools and Libraries Division (SLD)** – The Contractor shall comply with all applicable provisions of Universal Administrative Company (USAC) and Schools and Libraries Division (SLD) for all E-Rate eligible purchases under the contract. Information may be obtained from the following link: https://www.usac.org/sl/default.aspx

P. **Red Light Rule** – Any service provider, or the sub-contractor of any service provider, who is currently under, or has reason to believe that they may have a red light status under, the "Red Light Rule" by the FCC must disclose that information in this proposal. If any vendor, or the sub-contractor of any vendor, is found to have a red light status under the FCC "Red Light Rule" during the term of this contract, this contract may be immediately terminated. 1GPA will provide the vendor ten (10) days written warning of its intention to cancel the contract under this clause.

SPECIAL DEFINITIONS – ERATE

A full list of Definitions and Glossary of Terms may be obtained by clicking the following link: **CLICK HERE FOR GLOSSARY OF TERMS**

1. **E-RATE MODERNIZATION ORDER:** The FCC Report and Order that modernized the E-rate Program and focused on high-speed broadband connectivity to schools and libraries (FCC 14-99).

2. **E-RATE PROGRAM:** The common term used in place of the Schools and Libraries Program. The E-rate Program provides discounts to schools and libraries for eligible products and services.

3. **FEDERAL COMMUNICATIONS COMMISSION (FCC):** The U.S. government agency that regulates interstate and international communications and oversees the Universal Service Fund.

4. **FUNDING YEAR (FY):** The funding year is a time during which program support is being provided. The FY begins July 1 and ends June 30 of the following calendar year.

5. **INTERNAL CONNECTIONS:** Internal Connections services are eligible products, such as routers, switches, hubs, and wiring. Eligible products are located at the applicant site and must be considered a necessity to transport information to classrooms or publicly accessible areas of a library.

6. **LOWEST CORRESPONDING PRICE (LCP):** The lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-rate Program applicant (school, library, or consortium) for similar services.

7. **NOTICE OF PROPOSED RULE MAKING (NPRM):** An announcement issued by the FCC to detail proposed changes to FCC rules and policies and seek public comment on the changes.

8. **PUBLIC NOTICE (PN):** A notice issued by the FCC to notify the public of an action taken, a change made, or an upcoming event.

9. **SCHOOLS AND LIBRARIES DIVISION (SLD):** One of the four universal service programs administered by USAC.

10. **UNIVERSAL SERVICE ADMINISTRATIVE COMPANY (USAC):** An independent, not-for-profit corporation created by the FCC in 1997 to administer the four universal service programs which help provide communities across the country with access to affordable telecommunications services.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on July 1, 2019 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. **CONTRACT EXTENSION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.

3. **CONDITIONS FOR RENEWAL:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

4. **CONTRACT TYPE**: The contract shall be a cooperative contract in the form of percent discount off manufacturer's price list or catalog, fixed price, or a combination of both with indefinite quantities on an as needed, if needed basis.

5. **FORM OF CONTRACT:** The form of contract for this Solicitation shall be the Request for Proposal, the awarded Proposal(s) and Best and Final Offer(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Request for Proposals. If a firm submitting a Proposal requires 1GPA and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the Proposal. 1GPA will accept partial offers for award of a contract.

6. **ELIGIBLE AGENCIES (NATIONWIDE):** The contract will be made available for the use of all 1GPA Cooperative Members, agencies, commissions and boards to participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement. Membership is available to all political subdivisions including cities, towns, counties, school districts, municipalities, etc. Membership is also available to all non-profit organizations, as well as State Governments, the US Federal Government and Tribal Nations.

7. **E-RATE ELIGIBILITY (CATEGORY 2):** E-Rate Category Two services include Internal Connections, Managed Internal Broadband Services, and Basic Maintenance of Internal Connections. The resulting contract will be made available for the use of Eligible Applicants of the E-Rate program administered by Universal Services Administration Company (USAC) and School and Libraries Division (SLD). More information may be obtained by visiting the following website: https://www.usac.org/sl/applicants/beforeyoubegin/default.aspx

8. **E-RATE ELIGIBLE SERVICE PROVIDERS:** Service Providers for E-Rate program shall familiarize themselves with the Eligible Services List, provide a Service Provider Identification Number (SPIN), and comply with USAC, SLD, and FCC Rules and Regulations. More information can be obtained by visiting the following website: https://www.usac.org/sl/service-providers/default.aspx

9. **PROPOSAL ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, 1GPA requires a Proposal in response to this Solicitation to be valid and irrevocable for ***one-hundred and twenty (120)*** days after the opening time and date.

10. **RESPONSE FORMAT:** All Proposal responses should follow the instructions given in this Request for Proposal. Address each requirement in the same order as has been requested.

11. **TIME STAMP**: Proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Proposal deposited on time at the place specified.

12. **ELECTRONIC SUBMITTAL - OPTIONAL:** An electronic submission is **optional (but preferred).** The electronic submission is to be uploaded online through BONFIRE. Submittal instructions for BONFIRE are found on the last page of this document under Exhibit A.

13. **AWARD**: Award(s) will be made to the responsive and responsible Offeror(s) whose Proposal(s) is (are) determined in writing to be most advantageous to 1GPA for its Members based on the factors set forth in the Request for Proposals. No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal. The procurement file shall contain the basis on which the award is made.

In compliance with Federal Communications Commission (FCC) rules, will award to the vendor(s) providing the most cost-effective service offering. Per the Sixth Report and Order, FCC 10-175, FCC rules dictate the following:

> *§ 54.503 (c)(2)(vii) All [offers] submitted for eligible products and services will be carefully considered, with price being the primary factor, and the [offer] selected will be for the most cost-effective service offering consistent with § 54.511*.
>
> *§ 54.511 Ordering Services (a) Selecting a provider of eligible services. In selecting a provider of eligible services, schools, libraries, library consortia, and consortia including any of those entities shall carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered.*

Therefore, 1GPA may consider factors other than price alone in the consideration of [offers]; price for E-rate eligible goods and services will be the primary factor considered.

14. **DISCUSSIONS**: In accordance with R7-2-1047, after the initial receipt of Proposals, 1GPA reserves the option to conduct discussions with those Offerors who submit Proposals determined to be reasonably susceptible of being selected for award. Discussions may be conducted to assure full understanding of the Proposal in order to obtain the most advantageous contract for 1GPA Members.

15. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to R7-2-1047, the District shall issue a written request for Best and Final Offers. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer.

16. **MULTIPLE AWARDS:** 1GPA has a vast number and variety of cooperative members comprised of school districts, cities, counties, and public agencies throughout the United States (both E-rate eligible and non-E-rate).

In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will comply with R7-2-1050. The basis for consideration of a multiple award will be based upon offeror's ability to provide for; 1) a robust line of products and services requested in the scope of work of this solicitation (both E-rate eligible and non E-rate), 2) a large diverse Membership, 3) geographic areas serviced. The actual use of any contract will be at the sole discretion of the Lead

Agency and 1GPA members. Contracts will be awarded by one or more of the following methods; individual line item, groups of line items, incrementally, by region, or by location.

The awards will be limited to the least number of Offerors the Lead Agency and 1GPA determine is necessary to meet the needs of the District and participating Members. Offeror should consider the fact that the Lead Agency and 1GPA may award multiple contracts in preparing their response. The fact that the Lead Agency and 1GPA may make multiple contracts, award only one contract, or to make no awards rests solely with the Lead Agency and 1GPA.

17. ADMINISTRATION FEE: 1GPA will assess a .01 (1%) administration fee for all contract usage as a separate fee to comply with E-rate program rules. Pricing submitted in all offers shall not include the 1% fee for any E-rate eligible pricing. Administrative fees are not reimbursable under E-rate and shall be invoiced on a separate line item as a non-eligible cost.

18. PRICING: Contract pricing may be established upon:
1) Percent Discount(s) off published price list(s) or catalog(s)
2) Firm Fixed Pricing
3) A combination of the above

19. COMBINATION PRICING: Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

20. DISCOUNTS: Discount offers must clearly identify percent of discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. There will be no reduction discount(s) during the term of contract.

21. PRICE ADJUSTMENT FOR DISCOUNT PRICING: Revised Published Price Lists may be submitted for review throughout the term of the contract. 1GPA shall determine whether the requested revised pricing or an alternate option is in the best interest of its Members.

22. PRICE ADJUSTMENT FOR FIXED PRICING: Fixed price offers shall include prices for any and all items proposed under the contract. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in proposal. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to 1GPA. The document must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contract vendor that was out of contract vendor's control.

23. PRICE REDUCTION: A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

24. VOLUME DISCOUNTS: The awarded vendor may offer volume discounts at any time during the Contract such that the price is at or below the percent off list price within the Contract given that the volume price reduction is available to all Customers allowed to purchase under the Contract.

25. NEW PRODUCT: New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by 1GPA. Successful vendor shall be responsible for notifying 1GPA of all discontinued products in writing.

SPECIAL TERMS AND CONDITIONS

26. QUANTITIES: 1GPA estimates considerable activity from the award. Based on historical data from the previous contracts 1GPA estimates usage of this contract to between $10 and $20 Million annually. This projection is based on the current volumes of 1GPA Members that are anticipated to utilize the Contract.

1GPA and Lead Agency make no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

27. SHIPPING TERMS: Prices shall be F.O.B. Destination to Member's location. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. 1GPA Members will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

28. DELIVERY: Contractor shall deliver conforming materials in each installment under this contract and may not substitute nonconforming materials. 1GPA reserves the right to declare a breach of contract if contractor delivers nonconforming materials to any Member under this contract.

29. INSTALLATION: The Offeror shall protect all furnishings from damage and shall protect the Member's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Offeror shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.

The successful Contractor shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Contractor will be held fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by Contractor. Contractor shall maintain such insurance as will protect him and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.

30. TRAINING: The Contractor should provide designated Member personnel training on the proper use and care of equipment supplied after delivery and installation of the equipment.

31. BRAND NAMES: Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict a Proposal by any vendor but is only enumerated in order to advise potential offerors of the requirements of 1GPA. Any Proposal which proposes like quality, design or performance will be considered.

32. NEW EQUIPMENT: All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.

33. CURRENT PRODUCTS: All products being offered in response to this solicitation shall be in current and ongoing production and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

34. DEFECTIVE PRODUCTS: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor.

35. EQUIPMENT AND PRODUCT RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this contract, a notice shall be sent to the

Contract Administrator with 1GPA and the Member. It shall be the responsibility of the contractor to assure that all recall notices are sent directly to the agency Member Representative.

36. SAFETY STANDARDS: All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

37. LICENSES: Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.

38. CLEAN UP: The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up the work, the 1GPA Member may do so and the cost thereof shall be charged to the Contractor.

Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

39. WARRANTIES: All items offered shall be covered by the manufacturer's standard warranty. Contractor warrants that all material or service delivered under the resulting Contract shall conform to the specification of the Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the Member shall not alter or affect the obligations of the Contractor or the rights of the Member under the foregoing warranties. Additional warranty requirements may be set forth in this document.

40. BILLINGS: All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

41. INSURANCE: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this RFP. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability-Occurrence Form
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   General Aggregate - $2,000,000
   Products-Completed Operations Aggregate - $1,000,000
   Personal and Advertising Injury - $1,000,000
   Each Occurrence - $1,000,000
   The policy shall be endorsed to include the following additional insurance language: 1GPA member is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

2. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Combined Single Limit (CSL) $1,000,000.
   The policy shall be endorsed to include the following additional insured language: 1GPA member is named

as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Policy Limit	$500,000

4. Property Insurance
   Contractor's awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

5. Technology or Cyber Liability insurance if requested by the Member, with a minimum of $1,000,000 per claim and $2,000,000 aggregate. Insurance shall include coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy; Liability for system attacks, digital asset loss, denial or loss of service, unauthorized access and use, as well as introduction, implantation or spread of malicious software code.

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

The Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.

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

Insurance may be arranged in any configuration the Contractor chooses so long as the coverages are not less than the values stated above. Before any orders are processed under an awarded contract, awarded vendor shall provide a certificate that names 1GPA as the certificate holder. In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

42. KEY PERSONNEL: It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to 1GPA or Member.

B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify 1GPA or Member and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

43. OFFEROR'S EMPLOYEES: Offeror agrees that the individuals provided to 1GPA or Member on a temporary basis are Offeror's, not 1GPA's or Member's employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance
Federal and State Unemployment Taxes
Federal and State Withholding and Reporting Requirements
Unemployment Compensation Insurance
Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with 1GPA, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

1GPA will not provide Offeror or its employees any business registrations or licenses that may be required. 1GPA will not combine business operations with Offeror.

Neither Offeror nor its employees are to be considered agents or employees of 1GPA for any purpose. It is understood and agreed that 1GPA does not require Offeror to provide services exclusively to 1GPA and that Offeror and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Offeror shall, at no charge to 1GPA, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for 1GPA to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the Member. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, 1GPA or the Member may request or reject any of Offeror's employees.

Offeror agrees to comply with the Member's rules, regulations, and policies, as the Member may modify from time to time.

44. EMPLOYEE IDENTIFICATION: All employees **must** check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items will result with the employee being escorted off property.

45. REFERENCES: For complete information on references and definitions used for specifications in the solicitation please visit websites below:

ASTM International (ASTM): www.atsm.org
Code of Federal Regulations (CFR): www.gpoaccess.gov/cfr/index.html
Occupational Safety and Health Administration (OSHA): www.osha.gov
Underwriters Laboratories, Inc. (UL): http://www.ul.com

SCOPE OF WORK

1) PURPOSE:

The purpose of this Request for Proposal (RFP) is to develop a long-term contract with qualified and experienced firm(s) to provide 1GPA Members with goods and services for both E-Rate Eligible (classified as Category Two under the FCC/USAC/SLD E-Rate program) and also to include Non-Erate Eligible services for Internal Connections as specified herein.

E-Rate Eligible products and services will be offered in states where an associated Form 470 was filed by 1GPA and/or the Member in compliance with E-Rate Program rules. This contract will accommodate 1GPA Member's FCC Form 471 process and can be referenced as the establishing Form 470 on the E-rate application.

This RFP is in association with USAC/SLD E-Rate Form 470 190028895. Relevant states include Arizona, California, Florida and Texas.

2) BACKGROUND:

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

The Paradise Valley Unified School District (PVUSD) is one of the largest employers in the north valley with approximately 3,800 employees. The current student population is approximately 31,500. PVUSD is comprised of 51 sites, which include five high schools, seven middle schools, 30 elementary schools, three alternative schools, one comprehensive online school, and five administrative support sites. PVUSD covers approximately 98-square miles of the northeast Phoenix and north Scottsdale in an area bounded by 7th Avenue and Pima Road, and Northern Avenue and Jomax Road.

This solicitation will be replacing the following 1GPA contract(s): E-Rate Internal Connections 15-54-01S thru 15-54-06S (five active contracts). **Current contractors of the above mentioned contract(s) will need to respond to this solicitation to have the opportunity for continued service to 1GPA Members.**

3) GENERAL REQUIREMENTS

A. Offerors should respond to as many areas within the scope of work as possible. Products shall be "standard" and capable of interoperability with other "standard" products of different manufacturers. Offerors may offer alternate solutions and/or "equal to" products. It shall be the Offerors responsibility to determine the E-Rate eligibility of each product offered. If a product has an associated Cost Allocation, or is ineligible, the Offeror must list that cost allocation in the pricing section.

B. All equipment shall comply with the current applicable provisions and standards of the NEC, Underwriters Laboratories, Inc., Federal Communications Commission, Institute of Electrical and Electronics Engineers, American National Standards Institute, Bellcore Standards, Electronic Industries Organization, ISO Quality Standards, OSHA, Signal Computing Systems Architecture, Multi-Vendor Integration Protocol, Distributed Computer Telephony Group, State and Local Codes, Safety and Health Standards of the State of Arizona, the National Electric Code, OSHA standards, IEEE standards, BICSI standards, EIA/TIA standards, and the NFPA Standards where appropriate.

C. All equipment must be of the latest industry standard and interoperable with other manufactures of similar equipment.

D. The 1GPA member and awarded vendor shall be responsible for determining E-rate eligibility of equipment, materials, and/or services purchased under this contract.

E. Awarded vendor shall provide comprehensive training on operation, use and testing of the purchased equipment.

4) SCOPE OF WORK:

A. **GENERAL SCOPE**: Internal connections services needed to enable high-speed broadband connectivity and broadband internal connections components. E-Rate Eligible Category Two includes local area networks/ wireless local area networks (LAN/ WLAN), internal connections components, basic maintenance of internal connections components, and managed internal broadband services.

The resulting contract will be comprised of the following main categories that will develop the "structure" of the contract. Each category will include ancillary products and services that are necessary to deliver an entire "solution-based" product and/or service to Members:

(1) **NETWORK EQUIPMENT:** The network equipment section of this proposal is intended to garner pricing for network electronics intended to move voice, video and/or data traffic in a LAN and/or WAN environment. This is equipment that a member can purchase. Examples of network equipment include (but are not limited to) network switches, routers, wireless equipment and other associated devices. All associated labor for installation, project management, engineering, design, consulting, per diem travel (etc.) and maintenance should be included in the master price sheet.

(2) **CABLING:** The cabling section of this proposal is intended to garner pricing for all materials and labor to provide voice, video and/or data traffic in a LAN and/or WAN environment. This is equipment that a member can purchase. Examples of cabling include (but are not limited to) fiber optic cable (multimode and single mode at all speeds) copper cabling (Cat 5e, Cat6, etc.), equipment racks and cabinets, grounding and bonding, necessary conduit, etc. All associated labor for installation, project management, engineering, design, consulting, per deim travel (etc.) and maintenance should be included in the master price sheet.

(3) **MANAGED INTERNAL BROADBAND SERVICES:** A category of service on the Eligible Services List. Services provided by a third party for the operation, management, and monitoring of internal connections components. E-rate support is limited to eligible expenses or portions of expenses that directly support and are necessary for the broadband connectivity within schools and libraries.

(4) **BASIC MAINTENANCE OF INTERNAL CONNECTIONS:** A Category Two service type on the Eligible Services List. Basic Maintenance of Internal Connections services cover the repair and upkeep of eligible products.

B. **PARTIAL OFFERS:** This is NOT an "All or Nothing" solicitation. Offerors are encouraged to submit proposals on single or multiple categories. 1GPA will accept partial offers for award of a contract.

ERATE ELIGIBLE SERVICES- CATEGORY 2

The Federal Communications Commission's (FCC's) rules provide that all services that are eligible to receive discounts under the Schools and Libraries Universal Service Support Mechanism (otherwise known as the E-Rate program or E-Rate) are listed in the Eligible Services List (ESL). 47 CFR § 54.502(a). The E-Rate program is administered by the Universal Service Administrative Company (USAC). 47 CFR § 54.5.

Eligible schools and libraries may utilize the resulting contract for E-Rate eligible products and services for Category Two: internal connections, basic maintenance, and managed internal broadband services as identified herein. 47 CFR§§ 54.500 *et seq*.

Additional guidance from USAC about the E-Rate process and about eligible services, including a glossary of terms, is available at USAC's website at http://www.usac.org/sl/.

E-Rate Eligible Services List (ESL) is subject to changes by the FCC periodically and the 1GPA contract will reference the most recent ESL for duration of the contract terms.

The ESL referenced in this solicitation is the most recent list adopted by FCC on November 16, 2018.

1. Eligible Services List Category Two:

Category two covers equipment and services eligible for E-Rate support including the internal connections needed for broadband connectivity within schools and libraries. Support is limited to the internal connections necessary to bring broadband into, and provide it throughout, schools and libraries. These are broadband connections used for educational purposes within, between, or among instructional buildings that comprise a school campus (as defined below in the section titled "Eligibility Explanations for Certain Category One and Category Two Services") or library branch, and basic maintenance of these connections, as well as services that manage and operate owned or leased broadband internal connections (e.g., managed internal broadband services or managed Wi-Fi). Category Two support is subject to per-school or per-library budgets as set forth in 47 CFR § 54.502.

The eligible components and services in Category Two are:

A. Eligible Broadband Internal Connections

- Antennas, connectors, and related components used for internal broadband connections
- Cabling
- Caching
- Firewall services and firewall components separate from basic firewall protection provided as a standard component of a vendor's Internet access service
- Racks
- Routers
- Switches
- Uninterruptible Power Supply (UPS)/Battery Backup
- Access points used in a local area network (LAN) or wireless local area network (WLAN) environment (such as wireless access points)
- Wireless controller systems
- Software supporting the components on this list used to distribute high-speed broadband throughout school buildings and libraries (applicants should request software in the same category as the associated service being obtained or installed)

Notes:

(1) Functionalities listed above that can be virtualized in the cloud, and equipment that combines eligible functionalities, like routing and switching, are also eligible.

(2) A manufacturer's multi-year warranty for a period up to three years that is provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component.

(3) Caching is defined as a method that stores recently accessed information. Caching stores information locally so that the information is accessible more quickly than if transmitted across a network from a distance. A caching service or equipment that provides caching, including servers necessary for the provision of caching, is eligible for funding.

B. Eligible Managed Internal Broadband Services

- Services provided by a third party for the operation, management, and monitoring of eligible broadband internal connections are eligible managed internal broadband services (e.g., managed Wi-Fi).

- E-Rate support is limited to eligible expenses or portions of expenses that directly support and are necessary for the broadband connectivity within schools and libraries. Eligible expenses include the management and operation of the LAN/WLAN, including installation, activation and initial configuration of eligible components, and on-site training on the use of eligible equipment.

- In some eligible managed internal broadband services models, the third-party manager owns and installs the equipment and school and library applicants lease the equipment as part of the managed services contract. In other cases, the school or library may own the equipment, but have a third party manage the equipment for it.

C. Basic Maintenance of Eligible Broadband Internal Connections

E-Rate support is available for basic maintenance and technical support appropriate to maintain reliable operation when provided for eligible broadband internal connections.

The following basic maintenance services are eligible:

- Repair and upkeep of eligible hardware
- Wire and cable maintenance
- Configuration changes
- Basic technical support including online and telephone-based technical support
- Software upgrades and patches including bug fixes and security patches

2. <u>Eligibility Limitations for Category Two</u>

A. Eligibility limitations for managed internal broadband services – The equipment eligible for support as part of a managed internal broadband service may include only equipment listed above as broadband internal connections. Upfront charges that are part of a managed service contract are eligible for E-Rate support except to the extent that the upfront charges are for any ineligible internal connections (e.g., servers other than those that are necessary to provide caching), which, if included in the contract, must be cost allocated out of any funding request.

B. Eligibility limitations for basic maintenance – Basic maintenance is eligible for support only if it is a component of a maintenance agreement or contract for eligible broadband internal connections.

The agreement or contract must specifically identify the eligible internal connections covered, including product name, model number, and location. Support for basic maintenance will be paid for the actual work performed under the agreement or contract. Support for bug fixes, security patches, and technical support is not subject to this limitation.

Basic maintenance does not include:

- Services that maintain ineligible equipment
- Upfront estimates that cover the full cost of every piece of eligible equipment
- Services that enhance the utility of equipment beyond the transport of information, or diagnostic services in excess of those necessary to maintain the equipment's ability to transport information
- Network management services, including 24-hour network monitoring
- On-site technical support (i.e., contractor duty station at the applicant site), unless applicants present sufficient evidence of cost-effectiveness
- Unbundled warranties

3. Eligibility Explanations for Certain Category One and Category Two Services

A. Internet access/ISP service – Eligible Internet access services may include features such as basic firewall protection, domain name service, and dynamic host configuration when these features are provided as a standard component of a vendor's Internet access service. Firewall protection that is provided by a vendor other than the Internet access service provider or priced out separately will be considered a Category Two internal connections component. Examples of items that are ineligible components of Internet access services include applications, content, e-mail, and end-user devices and equipment such as computers, laptops, and tablets.

B. Wireless services and wireless Internet access – As clarified in the *Second 2014 E-Rate Order* (FCC 14-189), data plans and air cards for mobile devices are eligible only in instances when the school or library seeking support demonstrates that the individual data plans are the most cost- effective option for providing internal broadband access for mobile devices at schools and libraries. Applicants should compare the cost of data plans or air cards for mobile devices to the total cost of all components necessary to deliver connectivity to the end user device, including the cost of data transmission and/or Internet access to the school or library. Seeking support for data plans or air cards for mobile devices for use in a school or library with an existing broadband connection and WLAN implicates the E-Rate program's prohibition on requests for duplicative services.

Off-campus use, even if used for an educational purpose, is ineligible for support and must be cost allocated out of any funding request.

Managed internal broadband services, such as managed Wi-Fi, are eligible only for Category Two support.

C. Connections between buildings of a single school – The classification of connections between multiple buildings of a single school is determined by whether the buildings are located on the same campus. A "campus" is defined as the geographically contiguous grounds where the instructional buildings of a single eligible school are located. A single school may have multiple campuses if it has instructional buildings located on grounds that are not geographically contiguous. Different schools located on the same grounds do not comprise a single campus. The portion of the grounds occupied by the instructional buildings for each school is a campus for that school.

- Connections between buildings on different campuses of a single school are considered to be Category One data transmission services.
- Connections between different schools with campuses located on the same property (e.g., an elementary school and middle school located on the same property) are considered to be Category One data transmission services, unless they share the same building.
- Connections between buildings of a single school on the same campus are considered to be Category Two internal connections.

D. Network equipment with mixed eligibility – On-premises equipment that connects to a Category Two-eligible LAN is eligible for Category One support if it is necessary to make a Category One broadband service functional. If the price for components that enable the LAN can be isolated from the price of the components that enable the Category One service, those costs should be cost- allocated out of the Category One funding request.

4. Miscellaneous: As described below, various miscellaneous services associated with Category Two are eligible for support. Applicants should request eligible miscellaneous services in the same category as the associated service being obtained or installed.

A. Fees: Fees and charges that are a necessary component of an eligible product or service are eligible, including:

- Change fees
- Contingency fees are eligible if they are reasonable and a regular business practice of the service provider. Contingency fees will be reimbursed only if the work is performed.
- Freight assurance fees

- Lease or rental fees on eligible equipment
- Per diem and/or travel time costs are eligible only if a contract with a vendor for the eligible product or services specifically provides for these costs
- Shipping charges
- Taxes, surcharges, and other similar, reasonable charges incurred in obtaining an eligible product or service are eligible. These types of charges include customer charges for universal service fees, but do not include additional charges for universal service administration.

Note: 1GPA Administrative Fee of 1% is not E-Rate Eligible. Contractor shall separate administrative fee costs and bill under "Non-Eligible" fees on invoices.

B. Installation, Activation, and Initial Configuration: Installation, activation, and initial configuration of eligible components are eligible. These services may include:

- Design and engineering costs if these services are provided as an integral component of the installation of the relevant services
- Project management costs if these services are provided as an integral component of the installation of the relevant services
- On-site training is eligible as a part of installation services but only if it is basic instruction on the use of eligible equipment, directly associated with equipment installation, and is part of the contract or agreement for the equipment. Training must occur coincidently or within a reasonable time after installation.

EVALUATION CRITERIA

Representatives of 1GPA will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs of 1GPA and its Members, and satisfy the requirements of the RFP. 1GPA may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, 1GPA reserves the option to enter into discussion on pricing and/or other portions of the proposal, and may request Best and Final offers if it is determined to be in 1GPA 's own best interest. However, offering firms are cautioned that 1GPA may proceed with an award on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or Best and Final offers.

Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. The following criteria are listed in order of greatest importance:

A. **Costs (275 points)**
Percent discount off price lists, and sample project pricing will be evaluated. Offerors are responsible for providing additional information regarding how pricing will be applied under the proposed contract.

B. **Products, Services, and Overall Strategy Offered – (250 Points)**
Overall strategy, range of products, and process as related to the Scope of Work to meet the needs of 1GPA Members including, fulfilling requirements and delivery of products.

C. **Experience/Expertise of Offeror (225 points)**
Previous experience of the firm in general as well as that of the individual(s) assigned to work with 1GPA and its Members in performing similar services.

D. **Added Value/Marketing Plan (200 points)**
Additional products and/or services available that firm currently performs in their normal course of business. Service capabilities for multiple regions of the state and nationally may be considered to ensure all members of 1GPA will be serviced.

E. **Responsiveness (50 points)** – Overall responsiveness of the proposal in clearly stating and understanding the scope of work and providing the required information at time of RFP submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered. **All forms and certifications have been completed, signed and submitted in the response.**

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

1. SUBMITTAL REQUIREMENTS

Prepare and submit one (1) original and two (2) copies (total of 3 paper sets) of the proposal to the address listed on the cover of this solicitation. The original should be marked "ORIGINAL" and the copies should be marked "COPY".

In addition to the paper sets, an electronic proposal is requested using the BONFIRE online portal. Submittal instructions for BONFIRE are found on the last page of this document under Exhibit A.

Proposals will be date and time stamped when received, whether delivered in paper format to the District's opening location or submitted electronically through Bonfire. **Both paper and electronic proposals must be identical and contain the same documentation.**

2. PROPOSAL FORMAT

Each proposal should be submitted on the forms and in the format specified in the RFP. The material should be in sequence and related to the RFP. 1GPA will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Each proposal should contain a table of contents with a clear and complete identification of the materials submitted by section and page number. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal should include at least the following information:

Tab 1 Experience and Reliability of the Firm

A. Provide a signed letter of interest, stating the firm or individual's interest and qualifications in providing these services; a brief history of the firm; the names of principals of the firm, and key individuals who will be assigned to work with 1GPA; include any professional membership(s) associations, societies and boards the firm or personnel may belong.

B. Provide a statement signed by the authorized individual indicating the full and complete understanding of the requirements and scope of work detailed within the RFP and the ability of the firm to comply with all terms, requirements, and conditions of resultant contract.

C Provide information on the resources of the firm – (i.e. number and types of certified staff, etc.). Include a description of the organizational structure and financial strength and other available resources.

D. Offeror shall provide a detailed section on previous accounts where same or similar services have been placed. It would be preferred to see a minimum of three references including the name of organization, address, contact person, phone number, scope of services provided.

E. Provide your firm's Service Provider Information Number (SPIN)

F. Provide the name and contact information including phone number and email address for any inquiries regarding the proposal.

G. Complete the Financial Disclosure Questionnaire, Page 38.

Tab 2 Experience of Key Personnel

A. The proposal should identify the key personnel that will be assigned to work under the contract, and should include a detailed resume or bio for each such individual. Each resume or bio should be in sufficient detail to analyze the proposed person's qualifications and should include education, training and related experience.

B. Provide copies of all licenses, certifications, and manufacturers' training certificates.

C. Describe if your firm will provide dedicated account representatives to 1GPA Members.

Tab 3 Products, Services, and Overall Strategy Offered

A. Offeror should explain which services they offer as described in the Scope of Work on page 29, Paragraph 4. Offeror should present a proposed method of satisfying the requirements of the Scope of Work as specified on pages 28 and 29. The method of approach should include a written narrative to demonstrate the offeror's ability to satisfy the Scope of Work. The language of the written narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.

B. The offeror shall acknowledge that the services they are providing shall be consistent with the E-Rate Eligible Services List as presented on Pages 30 – 33 and will comply with any updates by the Federal Communications Commission's (FCC's) and the Universal Service Administrative Company (USAC) throughout the term of the contract.

Tab 4 Cost

A. A master price sheet is included as an Excel file with the solicitation document. There are 3 worksheets inside the Excel file "Cost Form – RFP 19-07PV": Sample Project Scope of Work (GREEN), Percent Discount Off MSRP (BLUE), and Service Rates (ORANGE). Return a copy of the completed Excel file on a flash drive. In addition, print a hardcopy of all three Excel forms and include them in this section of your proposal.

B. It is requested that pricing be submitted in the form of a percent off discount, off of a specified published price list for each manufacturer. Indicate manufacturer's name, date of price list, the list code or number identifying the price list, and a link to the manufacturer's online pricing. Provide all other price lists for products and services proposed in the offer on a flash drive. Fixed pricing is acceptable for labor rates, repair and installation services, travel charges and other reimbursable fees.

C. Any offering in which a manufacturer does not publish a price list from which to base discounts, shall be submitted with a letter from the manufacturer attesting to that fact, and shall be administered as fixed price contracts.

D. Provide separate quotes in offeror's standard format for the sample projects outlined in the Excel Cost Form. These projects are representative of typical projects, but are not intended to be complete, or include all products this contract intends to cover.

F. All associated labor for installation, project management, engineering, design, consulting, training, per deim travel (etc.), and maintenance should be included in pricing.

G. Prices shall not include 1GPA's administrative fee. The administrative fee should be added as a separate line item. Administrative fees are not reimbursable under E-rate.

Tab 5 Added Value/Marketing Plan

A. Specify if your firm can serve all of Arizona or list the regions of counties your firm serves.

B. 1GPA is interested in making this a national contract. Does your firm provide product and services in other States? If so is your firm willing to extend services through 1GPA to those States? Please list those States.

C. Provide a marketing plan and how volume will be tracked and reported to 1GPA.

D. Provide a list of other cooperative contracts held and how those contracts will affect your firm's potential contract with 1GPA if awarded.

Tab 6 Responsiveness

Overall responsiveness of the proposal in clearly stating and understanding the Scope of Work, and in providing all information required at proposal opening date.

A. Offerors shall complete and return the attached Proposal and Acceptance Form, Page 5
B. Offerors shall complete and return the Non-Collusion Affidavit, Page 39
C. Offerors shall complete and return the Edgar Certifications, Pages 40-44
D. Offerors shall complete and return the Debarment Certification, Page 45
E. Offerors shall complete and return the Texas Government Code (if applicable), Page 46
F. Offerors shall complete and return the HUB/ MWBE Certification, Page 47
G. Provide a sample Certificate of Insurance form similar to the sample, Page 48
H. Provide a signed IRS W-9 Form, Page 49
I. Provide proposal in electronic format per Bonfire Exhibit A Instructions, Page 50.
J. Addendum acknowledgement (if applicable): It is the offeror's responsibility to check AZ Purchasing and/or Public Purchase websites for applicable amendments:
   (1) www.azpurchasing.org
   (2) www.PublicPurchase.com

Offerors shall disclose if any exceptions and/or deviations are included per Page 7, Section 2, Paragraph D.

Tab 7 Miscellaneous

Provide any additional information or services that will improve your firm's overall Proposal.

FINANCIAL DISCLOSURE QUESTIONNAIRE – TAB 1

Offeror shall complete each item using attachments if necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Please respond "Not Applicable", "N/A", or "none" as needed instead of leaving items blank. Failure to complete may result in the rejection of proposal as unresponsive:

1. Have any licenses / certifications ever been denied, revoked or suspended or provisionally issued within the past five years? If yes, please provide explanation.

2. List all judgments, arbitration awards and settlements against your firm within the last three (3) years arising from a lawsuit or claim of any nature.

3. Describe all unresolved claims, arbitration claims, lawsuits or bond claims brought by or against your firm. Include the name of all parties and a brief description of the nature of the dispute.

4. Has your firm made any filing under the United States Bankruptcy Code, assignment for the benefit of creditors or other measures taken for the protection against creditors during the last three (3) years?

5. If the Offeror's firm is a division or subsidiary of another firm, indicate below the name and address of the parent firm. Also include a description of the working relationship between the Offeror's firm and the parent firm. Specify what impact, if any, this relationship would have on the Offeror's firm's ability to meet the requirements for services described in this solicitation.

6. Has your company ever had a name change in the past? _____Yes _____No
   If yes, provide all prior name(s) your company has used and year(s) of operation.

7. Length of time your Company has been doing business in Arizona.

9. Does your firm have at least 5 years' experience working with public sector agencies (schools, cities, municipalities, etc.)?

10. What are the annual sales for the past 3 years for your firm?

2018: _____ 2017: _____ 2016: _____

Note: 1GPA reserves the right to request a copy of audited financial statements for the immediate past two fiscal years.

NON-COLLUSION AFFIDAVIT

State of _____ County of _____

_____ _____

Name Title

_____

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal, and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting an Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Bidder.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20_____

_____

Signature of Notary Public in and for the

State of _____

County of _____

My Commission Expires on _____

EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when a 1GPA Member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between 1GPA, Member and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when 1GPA Member expends federal funds, 1GPA reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when 1GPA Member expends federal funds, 1GPA or its Member reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. 1GPA also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if 1GPA believes, in its sole discretion that it is in the best interest of 1GPA to do so. Vendor will be compensated for work performed and accepted and goods accepted by 1GPA as of the termination date if the contract is terminated for convenience of 1GPA. Any award under this procurement process is not exclusive and 1GPA reserves the right to purchase goods and services from other vendors when it is in 1GPA's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C). Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when 1GPA Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D). Davis-Bacon Act

When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of $2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the

United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The 1GPA Member must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when 1GPA Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E). Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when 1GPA Members expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by 1GPA resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F). Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by 1GPA resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials

When federal funds are expended, Member and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the Member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

EDGAR CERTIFICATIONS

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by 1GPA Member for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When 1GPA Member expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of 1GPA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

1GPA has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

EDGAR CERTIFICATIONS

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

_____

Company Name

_____

Signature of Authorized Company Official

_____

Printed Name

_____

Date

ANTITRUST CERTIFICATION STATEMENT

Texas Government Code
§2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.
2. In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15.
3. In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the company has directly or indirectly communicated any of the contents of this bid to a competitor of the company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the company listed.

Vendor Name _____
(Please Type or Print)

Address _____

_____

_____

_____

Phone _____ Fax _____

Email _____ Website _____

Name of Person Submitting Bid _____

Signature _____ Date _____

Position with Company _____

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

Bidding companies that have been certified as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies)	☐ Yes	☐ No
Vendor certifies that this firm is a HUB (Required by some participating agencies)	☐ Yes	☐ No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your bid response in the Response Attachments section.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number:_____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)_____

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE MEMBER, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE:	FAX:	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

THE MEMBER SHALL BE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE. IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE MEMBER WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE MEMBER. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER	CANCELLATION
1GPA 1910 W Washington Street Phoenix, AZ 85009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT A

BONFIRE SUBMISSION INSTRUCTIONS

Paradise Valley Unified School District utilizes an online public portal known as BONFIRE to accept electronic copies of proposals. Please be advised that in addition to the requested electronic submission through BONFIRE, an original (paper format) proposal is to be submitted by the proposal due date and time at the address listed on the cover of this document. Both paper and electronic proposals must be identical and contain the same documentation.

Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission or visit the help forum at https://bonfirehub.zendesk.com/hc.

Please follow these instructions to submit via the BONFIRE public portal.

1. Prepare your submission materials:

Requested Information/Document	*File Type/Format*	*Maximum # Files*
PROPOSAL	PDF (.pdf)	1
COST FORM - RFP 19-07PV	EXCEL (.xls)	1

- Note the type and number of files allowed. The maximum upload file size is 100 MB.
- **Do not embed** any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at: **https://pvschools.bonfirehub.com**

- Your submission must be uploaded, submitted, and finalized prior to the Closing Time of:

May 7, 2019 AT 1:00 P.M. ARIZONA TIME

- We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

- Each item of Requested Information/Document will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

1Government Procurement Alliance

Paradise Valley Unified School District

Contract Extension

May 18, 2020

Advanced Network Management, Inc.
1365 N. Scottsdale Road, Suite 350
Scottsdale, AZ 85257
Attn: Lee Loen (lee.loen@anm.com)

Re: Extension Agreement for Contract #19-07PV-01, Internal Connections (E-Rate Category 2 Eligible)

The above referenced contract is hereby mutually extended for an additional one (1) year period through July 1, 2021. This is the second year of a potential five-year agreement. **Please indicate your desire to extend by completing and emailing back the executed Contract Extension along with the following documentation:**

- ☐ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
- ☐ Proof of Licensing in good standing (if applicable)
- ☐ Updated Contact Information Sheet completed
- ☐ Updated Master Cost Form/Price Sheet (if applicable)
- ☐ Current SAM Verification

Please check the appropriate box regarding pricing:

☐ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 7/1/2021.

☑ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable and percent discounts remain the same until the next contract renewal date of 7/1/2021.

☐ We have provided new price lists/catalog for 1GPA's review. Please see the attached updates. *(Note: Percentage Discounts should remain the same per contract terms and conditions.)*

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns, please feel free to contact Christy Knorr by email: cknorr@1GPA.org.

Vendor Acceptance/Signature: RK	Date: 5/29/2020
Printed Name: Ryan Kober	
Title: Director of Sales	
1GPA Authorized Signature: Christy Knorr	
Printed Name: Christy Knorr	Date: 6/2/2020
Title: Vice President	
Paradise Valley Unified School District Authorized Signature:	
Title: Director of Purchasing	
Printed Name: Claudia Leon	Date: 6/22/2020

Request for Proposal

Request for Proposal #19-07PV

Internal Connections (E-Rate Category 2 Eligible)

May 7, 2019

Prepared By:
Advanced Network Management, Inc

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1. Advanced Network Management – Experience and Reliability

A. ANM Overview

A.1 Signed Letter of Interest

May 7, 2019

Paradise Valley Unified School District
15002 N 32nd Street
Phoenix, AZ 85032
Attn: Claudia Leon
Director of Purchasing

Re: Request for Proposal #19-07PV

To Whom It May Concern:

Advanced Network Management, Inc (ANM) appreciates the opportunity to submit our RFP response for your consideration. This response is for RFP 19-07PV and includes all hardware and installation for Network Services as laid out in the Scope of Work and Cost Form provided. I will be the principal contact for this response and am supported directly by:

- Raminder Mann - CEO
- Lee Loen – General Manager, Arizona
- Vance Krier – CTO
- Dylan Marlow – Account Manager, Arizona
- Troy Baietto – Solutions Architect, Arizona
- Ken Reeves – Solution Architect, Arizona

With experienced technical leadership, solid financial management, and ongoing community involvement, ANM has become a recognized leader in the information technology industry in Arizona, New Mexico, Colorado, Wyoming, Idaho, and Texas. Today, more than 60% of ANM's total business is conducted with state, city, county, K-12 and other public-sector entities. This experience provides us with the understanding of the unique requirements within State, Local Government and Education customers (SLED). Our sales and engineering teams help public sector customers align technology solutions with the end goal in mind of improving citizen services, or the delivery of education. ANM is committed to helping public sector entities deliver an accelerated roadmap to digital transformation for citizen services by leveraging next generation IT solutions.

ANM holds multiple government and large consortium contracts similar to the master agreements sought through this RFP. We have a highly skilled sales administration and accounting team that ensures that all contracts requirements are met and reported on. ANM has done over $32M revenue against its top five contracts in the last two years.

Please feel free to contact me directly at 602.312.5308 / joel.taylor@anm.com with any questions that will assist with the evaluation of our response.

Thank you for the opportunity!



Joel Taylor
Account Manager

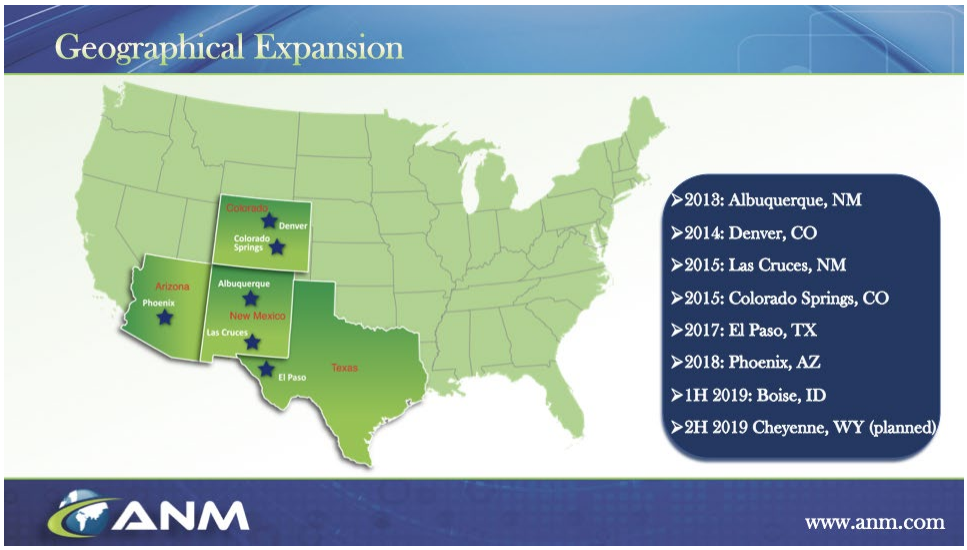
A.2 History & Leadership

Advanced Network Management, Inc. (ANM) is a unique IT consulting organization built on an extraordinary ability to execute on three core pillars – engineering excellence, customer service and organizational culture. We are truly an organization built by engineers. More than 50% of our employees have engineering backgrounds, and more than 25% of our design and implementation engineers have CCIEs (Cisco's highest technical certification).

We have successfully executed on our engineering capabilities, and grown by almost 1200% in the last five years to be the 9th fastest growing reseller in North America. We have achieved this growth with a strong focus on public sector, accounting for more than 60% of ANM's business today. We attribute our strong results and brand to our deep-rooted commitment to customer service, and our culture of going above and beyond. Every employee at ANM regards customer success over everything else. We work as a team, as a family, support each other, and help our customers achieve business objectives. We are a true consulting organization that takes the time in every interaction to understand the objectives and goals of our clients. We strive to provide innovative solutions that meet or exceed the needs of our clients, and execute on delivery of these projects to ensure successful business outcomes.

ANM was founded in Albuquerque, New Mexico in 1994 and has been a premier technology provider in New Mexico for the last 25 years. In 2014, under new leadership, ANM laid a very aggressive growth plan for the next five years to become a $100M company. We achieved it in four years, and are now focused on our plan is to get to $1B company by 2028. Based on this plan, we have made significant investments in service delivery, project management, engineering expertise, and expansion into new markets. ANM started building our presence in Colorado in 2014 by hiring a senior account manager and a senior engineer. In the last four years, we have grown our Colorado business to be $60M+ in annual run-rate, and we currently have over 70 employees in Colorado. One of the pivotal moments for us in CO was ANM's selection on the Cisco State Contract in 2016. Since then, ANM has increased our CO State, Local & Education (SLED) business run-rate by more than 300%. We have the highest density of CCIEs in the Colorado market, with 17 full-time CCIEs working for ANM in Colorado.

Based on the success in Colorado, ANM invested in the State of Arizona in 2018 with our first employee Lee Loen, our local General Manager, joining in August. In nine short months, we have opened a new office in Scottsdale, and presently have nine full time employees in that office. We currently have several open positions in Arizona and plan to get to 20+ employees by end of 2019. The Arizona team is built with over 75% engineers to provide local technical expertise to our Arizona customer base. Based on our proven success in Colorado, we would like to leverage the 1GPA contract to build a strong consulting practice for Arizona's State, Local & Education customers. Please find a visual representation of our geographic expansion below.

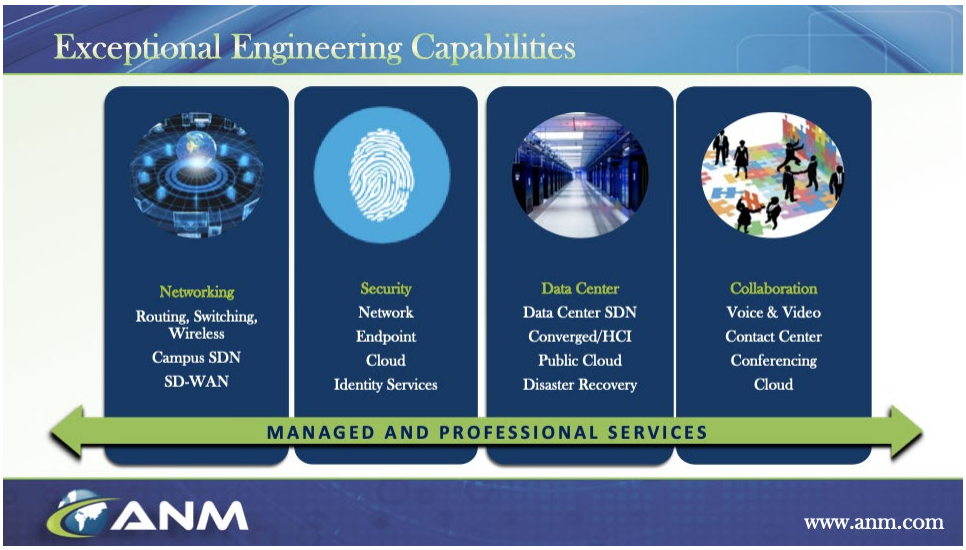


ANM's Key Certifications: ANM holds and maintains a number of major Cisco and other manufacturer certifications. Due to the depth of ANM's engineering expertise, please find a partial list of ANM's certifications below:

- **Cisco Gold Partner**
- **Cisco Master's Security Architecture**
- **Cisco Master's Collaboration Architecture**
- **Cisco Advanced Data Center Architecture**
- **Cisco Advanced Enterprise Networks Architecture**
- **Cisco Advanced Wireless LAN**
- **VMware Premier Partner**
- **VMware Server Virtualization Competency**
- **VMware Hybrid Cloud Competency**
- **DELL / EMC Gold Partner**

ANM Core Competencies: ANM's focus is in alignment with industry trends and strategic with the following core competencies. Our team believes in building relationships and partnerships with our customers that are based on mutual trust and confidence. The best partnerships are built with a common goal in mind. ANM is uniquely structured to identify IT needs, to design and implement solutions, and to support our clients at every step, building a stronger future. With an ANM team on the job, you can be assured that the IT infrastructure that is critical to success now and in the future operates at peak performance. ANM's sales and engineering teams are highly qualified and trained to offer expertise in Enterprise Networking, Security, Data Center and Collaboration.

ANM offers our customers expertise in key practice areas. More than 60% of ANM's business is conducted with state and public sector entities. This experience provides us understanding of unique requirements within State, Local Government and Education customers. Our sales and engineering teams help public sector customers align technology solutions with the end goal in mind of offering better citizen services. Here is a brief overview of our key practice areas:



Enterprise Networking: Our Enterprise Networking Practice consists of highly trained and certified engineers who specialize in implementation of routing, switching, and wireless projects. The goal of this key practice area is to help customers improve their core infrastructure and enhance performance of business applications. We have made significant investments in next generation software defined networking (SDN) solutions like software defined access (SDA) and Cisco DNA, as well as software defined WAN with Viptela and Meraki.

Security: Our security practice is built around providing customers with a holistic view of the secure infrastructure framework. We have the ability to provide complete security assessments including review of infrastructure and applications. Our engineering team is certified to implement complex security technologies to address potential vulnerabilities. ANM's Cisco Identity Services Engine (ISE) methodology is a true differentiator for us. We are presently working on several large implementations for wired ISE, and our experienced team members have performed over 30 successful implementations of this key technology. In 2018, we also achieved the Cisco Master Security designation.

Data Center: At the heart of every thriving business is an infrastructure that includes a powerful data center that effectively manages information and streamlines business processes. At ANM, we help our clients navigate next-generation trends like software defined networking (SDN), converged infrastructure (CI), hyper-converged infrastructure (HCI), and multi-cloud. We have extensive experience designing and deploying next-generation architectures as evidenced by our more than 30 implementations of Cisco Application Centric Infrastructure (ACI).

Collaboration: At ANM, we know the importance and value of connecting employees and customers wherever they are and on whatever devices necessary. Recently, we were added to the Cisco Cloud Collaboration program, and are one of the few local providers of Hosted Collaboration on the Cisco Broadsoft Platform. We have robust capabilities for designing, deploying, and managing collaboration and contact center solutions.

Innovation Practices: At ANM, we believe in re-investing our success back into the business and focusing on looking at the future to ensure we are providing relevant services and products to our customers. In recent years, we have invested in building delivery practices around advanced technologies, such as:

- **Cloud** – Public, private, and hybrid cloud services with additional focus on end user computing (virtual desktop infrastructure) and data center automation.

- **Security Consulting** – In addition to our core security area which is heavily focused on deployment of complex security products, ANM has invested heavily in the delivery of the most advanced technologies, including Identity Services, automated threat containment, vulnerability assessments, penetration testing, risk assessments, vCISO services, managed security services, and SOC services.
- **Audio-Visual & Integrated Services** – Delivery of services related to building systems; Audio/Visual, structured cabling, access control, video surveillance, and the internet of things (IoT).
- **DevOps** – We have been building out a sizable team to perform DevOps services with a variety of focus areas. The primary focus is on Force.com/Salesforce.com development. This DevOps practice also has significant relevance to customers moving their application to cloud services and implementing various types of network automation.

ANM's Service Delivery Methodology:
ANM has earned its reputation as a recognized leader in the Information Technology industry because of excellent services delivery. Our comprehensive engineering expertise enables our team to design, implement, and support customized solutions, in order to address the unique IT challenges of every organization.

The most critical part of ANM's services delivery is the engineering team that supports our implementation and managed services practices. ANM's Cisco practice has multiple teams that offer expertise in virtually all Cisco technologies and are backed by 50+ Cisco certified individuals.

ANM understands that accomplishing your business goals requires a qualified sales and engineering team, equipped with the latest technologies and able to provide a broad range of services. With the client's business requirements driving the process, ANM collaborates with our clients and top technology partners to deliver outcomes. The result is technology solutions that are cost-effective, proactive, and growth-focused.

Clients count on ANM for:

- Aggressive service level agreements
- High-level IT resources and unmatched responsiveness
- Consistent service relationships
- Successful projects delivered on time

As part of ANM's services practice, we provide full support thought the lifecycle of a solution, as following:

- **Discovery:** ANM provides a full assessment of the existing environment. Depending on the requirements, ANM provides discovery for wireless, wired access, distribution, core, WAN, data center, collaboration, data center, and other functional areas.
- **Plan and Design:** ANM architects are great at taking the requirements and providing architecture workshops to arrive to the most optional solution.
- **Implementation:** ANM provides full implementation services. Depending on the solution and its complexity, ANM will build the solution, proof that it meets every requirement (PoV or proof of value), and implement the validated solution.
- **Optimization and Management:** ANM managed services are capable of managing and supporting every aspect of the implemented solution

- **Project Management Office (PMO):** ANM provides a strong PMO office based on well recognized industry standards for all projects that we deploy. Additionally, PMO can be provided to client IT organizations as a service on its own if needed.
- **Operational Support (ANM Managed Services):** ANM managed services provide 24 x 7 live answer support for any of the Cisco technology areas. Our managed services team can be trusted to be extension of our customers' IT staff to provide around the clock support and insure availability and stability of their infrastructure and applications.

ANM's Mission, Vision & Leadership Team:

Our Mission – To provide collaborative industry-leading technology solutions and services to our clients, enabling them to perform effectively and efficiently.

Our Vision - To maintain an accelerated focus on engineering excellence, nurturing strong and long-term client relationships, and diligently pursuing holistic professional growth and development to ensure successful outcomes to our customers.

Leadership

From the beginning, ANM's experienced and committed leadership has insisted on integrity and professionalism in every area and at every level of the workplace. ANM is a self-certified (SBA) women owned business.

Meet the Leadership Team members who are moving ANM forward in the industry, even as they work to foster a sense of "family" among employees and ensure a safe, positive environment for success.

Maninder Mann, President



Maninder has over 25 years of combined experience in the fields of education, healthcare and technology. With a master's degree in literature, Maninder has first-hand experience working with education professionals. In addition, she is a licensed nurse, aware of the technology needs of healthcare institutions. Maninder's diverse business background is the cornerstone of ANM's ability to align technology solutions to key verticals, including K-12 schools, universities, healthcare, and government. From the founding of ANM, Maninder has maintained that the two key fundamentals of the company's success are engineering excellence and customer service.

Raminder Mann, CEO
CCIE# 17940 - Emeritus



ANM's CEO, Raminder Mann, is passionate about aligning technology solutions to business needs, making IT more relevant to business. Raminder has over 20 years of business and technology experience along with a master's degree in electrical engineering. Over the course of his career, Raminder has worked for multiple organizations, including Fortune 100 companies, like Cisco. Raminder believes in building a culture of success and helping employees deliver great results while maintaining a strong work-life balance. A significant amount of Raminder's time is spent in recruitment and hiring to ensure every new employee upholds ANM's core values and culture.

Vance Krier, CTO
CCIE# 14212 - Emeritus



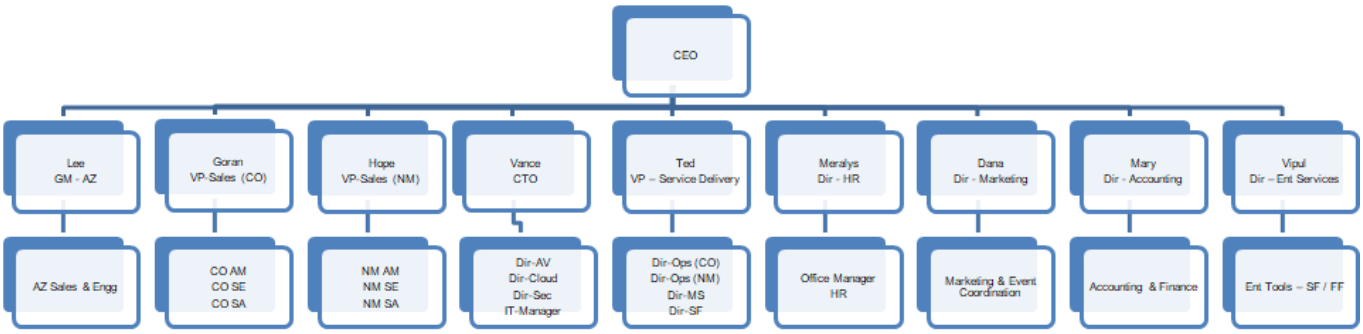
Chief Technical Officer Vance Krier brings over 21 years of diverse technology experience to ANM. A team member since 1998, Vance has been instrumental in developing the core of ANM's Enterprise IT Solutions business. He is a Subject Matter Expert (SME) on Cisco products and solutions. In addition, he has attained the highest levels of industry certification and recognition from multiple manufacturers, including Cisco, Microsoft, VMWare, and more. Vance is a technologist with an excellent sense for developing technology solutions that align with and solve our customers' business and technology challenges. Given his long tenure with ANM and extensive industry and business experience, Vance is a key escalation resource for all business units. His role as CTO includes work with ANM teams–both internal and client-specific–to guide the technology direction for vendor relationships.

Lee Loen, General Manager - Arizona



Lee Loen joined ANM in 2018 and brings 10+ years of IT sales, consulting, and leadership experience to ANM. Lee is passionate about enabling client success through building great teams. At ANM, Lee is responsible for building ANM's Arizona team spanning sales, engineering, project management, and engineering delivery. Before ANM, Lee held various roles at Cisco such as Account Manager, Regional Manager, and Client Executive. Raised in Oregon, Lee grew up working in his family's agricultural business where he learned that working hard, having fun, and always doing the right thing are paramount to business success.

ANM's High-Level Organization Chart:



B. Proposal and Contract Acceptance

ANM has reviewed and understands all requirements as detailed in the Scope of Work for RFP 19-07PV and will fully comply with all terms, requirements, and conditions should we be awarded any contract. ANM is submitting pricing and proposals for the following sections:

- Networking
- Managed Internal Broadband Services
- Basic Maintenance of Internal Connections



Lee Loen, General Manager

C. Advanced Network Management - Resources

C.1 Advanced Network Management – Partner Certifications Held

Partner Certifications

- Amazon
  - Advanced Consulting Partner
  - Amazon Web Services (AWS) Partner Transformation Program
- Cisco
  - Cisco Gold Certified Partner
  - Cisco Master Security Specialization
  - Cisco Master Collaboration Specialization
  - Cisco Advanced Data Center Architecture Specialization
  - Cisco Advanced Security Architecture Specialization
  - Cisco Advanced Enterprise Networks Architecture Specialization
  - Cisco Advanced Collaboration Architecture Specialization
- Citrix
  - Citrix Silver Certified Partner
- Dell / EMC
  - Dell EMC Gold Partner
  - Dell Server Solution Competency

  - Dell Storage Solution Competency
  - Dell Certified Networking & Security Specialists
  -
- Microsoft
  - Microsoft Gold Midmarket Solution Provider
  - Microsoft Small Business Specialist Community
- VMware
  - VMware Premier Partner
  - VMware Cloud Provider Competency
  - VMware Desktop-as-a-service (DaaS) Competency
  - VMware Desktop Virtualization Competency
  - VMware Hyper-Converged Infrastructure Competency
  - VMware Server Virtualization Competency
  - VMware Hybrid Cloud Competency
  - VMware PKS Competency
  - VMware Cloud on AWS Comptency

Authorizations

- Cisco Approved Partner for Tetration Orders
- Cisco Adoption Services Support
- Cisco EA Collab-Flex Plan
- Cisco EA Security Choice
- Cisco EA Data Center Choice-Intersight TAAS CC
- Cisco EA Collab-Flex Plan On-Prem Calling
- Cisco EA Collab-Flex Plan On-Prem Meetings
- Cisco EA Collab - UC TP PC
- Cisco SaaS Simple Resale
- Cisco Meraki Confirmed Partner

Partner Designations

- Cisco Lifecycle Advisor
- Cisco Lifecycle Advisor for Webex and Teams
- Cisco Lifecycle Advisor for Enterprise Agreements
- Cisco Lifecycle Advisor for Collaboration

Other

- Cisco Partner Ecosystem
- Cisco Security Enterprise Licensing Agreement
- Cisco Certified Refurbished Equipment

C.2 Advanced Network Management – Individual Certifications Held

Infrastructure		
Certification	**Description**	**Number of Certifications**
AWS Architect Pro	Amazon Web Services – Architect Professional Certified	2
AWS Architect Assoc	Amazon Web Services – Architect Associate Certified	3
AWS Cloud Practioner	Amazon Web Services – Cloud Practioner Certified	4
AWS DevOps Pro	Amazon Web Services – DevOps Professional Certified	1
AWS DevOps Assoc	Amazon Web Services – DevOps Associate Certified	2
AWS Network Spec	Amazon Web Services – Network Specialist Certified	1
AWS SysOps Assoc	Amazon Web Services – SysOps Associate Certified	3
CCIE Route/Switch	Cisco Certified Internetwork Expert - Routing/Switching	5
CCIE Collaboration	Cisco Certified Internetwork Expert - Collaboration	8
CCIE Security	Cisco Certified Internetwork Expert - Security	2
CCIE Data Center	Cisco Certified Internetwork Expert - Data Center	2
CCDP	Cisco Certified Design Professional	3
CCDA	Cisco Certified Design Associate	5
CCNP	Cisco Certified Network Professional	21
CCNA	Cisco Certified Network Associate	54
CEH	Certified Ethical Hacker	1
CISA	Certified Information Systems Auditor	1
CISSP	Certified Information Systems Security Professional	3
MCP	Microsoft Certified Professional	10
MCSA	Microsoft Certified System Administrator	8
MCSE	Microsoft Certified System Engineer	6
OSCP	Offensive Security Certified Professional	1
PSE	Palo Alto PSE Platform Associate	1
Splunk	Splunk Certified Architect	1
VCP	VMware Certified Professional	11
VSP	VMware Sales Professional	6
VTSP	VMware Technical Sales Professional	6
Audio/Visual & Structured Cabling		
BICSI	BICSI	4

Belden	Belden Certified	2
Commscope	Commscope Certified	6
Crestron Master	Crestron Master	1
Extron GCP Pro	Extron GCP Pro	2
AMX	AMX	1
Biamp Level 2	Biamp Level 2	5
QSC Level 2	QSC Level 2	4

D. Advanced Network Management – Similar Projects and Services

Central New Mexico Community College (CNM)

ANM has been a strong partner to CNM for the past five five years. The partnership is bilateral, in that we also hire interns and technical staff from the CNM Cisco Academy. ANM has provided solutions to CNM that include not only hardware and software, but also professional services (design and deployment) and managed services (networking and collaboration). A few projects that we have worked on with CNM include:

- VMware Enterprise License Agreements for both vSphere and Horizon, as we are getting ready to migrate CNM to VMware Cloud Foundations / and software defined data center (SDDC).
- Cisco technologies including Networking (Core / Data Center, LAN/WAN), Identity Services Engine (ISE), Cisco Unified Computing Servers (UCS), Cisco Communication Manager / Unity Voicemail (CUCM), Webex/TEAMS (Collaboration), Contact Center Express (CCX) and 3rd Party application to meet specific needs.
- The most recent project was the $1.8M Cisco voice/collaboration project, in which we migrated from their previous Avaya platform to the latest Cisco offering to support approximately 2500 clients with handsets as well as soft phones. ANM worked with CNM on the foundational design & configuration, as well as initial deployments and training, while CNM's Department of Innovation is deploying the additional departments and campus locations.
- The next phase in the ANM-CNM partnership will focus the migration from a Converged Computing Platform to Hyperconverged utilizing VMware's vSAN technology on Cisco UCS. This initial deployment will consist of support for 2000 Virtual Desktops and migration of their existing 700 server environment – the final design will provide support for support of 26,000 virtual desktops at 60% concurrency.

Contact Name: Ken Cole, Networking Director

Phone: 505-224-3029

Email: KCole5@cnm.edu

City of Albuquerque

ANM has worked with CABQ on a number of projects over the years. One key project involved the deployment of an active/passive data center strategy along with full DR capabilities. Some of the key components of the solution included:

- Cisco Active/Passive network solution based on Cisco Nexus 9K
- Compute solution based on Cisco UCS and VMware
- Primary storage based on VMware vSAN
- Disaster Recovery and backup solution based on EMC Data Domain and Veeam

Contact Name: Andre Obrien, Infrastructure and Operations Manager

Phone: (505) 768-2955

Email: andreobrien@cabq.gov

Boulder Valley School District

The size and capacity of the project at BVSD is relevant to our ability to manage large and complex projects within the K-12 environment. ANM is near completion of this project which has included a

complete overhaul of the IP infrastructure throughout 55 total schools. The project includes a rebuild of the data center core, distribution, access, and wireless network infrastructure. ANM's solution for BVSD was built with the following components:

- Cisco Nexus 9K Core
- Cisco Meraki MS425, MS 350, MS 320 & MS 220 Switches
- Cisco Meraki MR42 & MR52 Access Points

Contact Name: Bill Hoferer

Phone: 720-561-5196

Email: bill.hoferer@bvsd.org

Jefferson County School District

ANM delivered a comprehensive upgrade and modernization of the Cisco Unified Communications Manager platform for call processing and voicemail. The District's system was lacking maintenance and attention and therefore was not a stable platform when ANM engaged. ANM's professional services team performed a complete upgrade, rebuild and optimization of all configurations. Since then ANM has continually updated the system. Jefferson County's CUCM solution has more than 11,000 phones registered to the system. In addition, to the communications manager upgrade, ANM has also worked on various other IT projects for Jeffco schools:

- E-Rate LAN Upgrade for Cisco Switching
- Cisco UCS Server Upgrade

Contact Name: Hilary Young

Phone: 303-982-2522

Email: hyoung@jeffco.k12.co.us

City and County of Denver, Colorado

ANM is the primary Cisco Partner and value-added reseller that supports CCoD in many areas within their network, voice, data center, and security environments.
Network – ANM had provided over 50 site refresh Cisco hardware and professional services. ANM team designs, quotes, procures, stores, stages and delivers each site to the client as a fixed fee engagement. This includes all six police districts offices and over 30 firehouses over the last two years. This year includes the county jails and court house.
Data Center – ANM designed a full data center migration moving both on premise data centers into a single colocation data center utilizing Cisco's remote leaf technology with ACI. This project was fully designed, scoped and implemented by ANM. ANM also supports the city with their compute (UCS) environment and storage (EMC) environments.
Security – In 2017, ANM designed and developed a highly available Active/Active Cisco FTD cluster over OTV for CCoD. This project was extremely successful in allowing CCoD to have fully active/active environments in their fusion/internal firewalling space. These firewalls monitor all internal traffic traversing the city network. ANM has done extensive work to maintain a fully secure environment powered by Cisco and supporting over 30 other FTD/ASA's in the environment.
Voice – ANM has segmented off 4 axillary environments from the city voice environment allowing for those entities to utilize CCoD Voice infrastructure but also be stand alone for changes. ANM supported

a 311 upgrade to allow constituents to ask for trash pickup schedule via voice commands. Currently ANM is providing services for a full Cisco CUCM upgrade for over 12000 phones to CUCM 12.5.

Contact Name: Todd Matthews

Phone: 720-913-4818

Email: todd.matthews@denvergov.org

State of Colorado – Judicial

The State of Colorado's Judicial Department includes 100 locations throughout Colorado. We are helping the client migrate from aging Avaya/Mitel infrastructure to a new modern Cisco collaboration solution including call processing, voicemail, contact center and cisco WebEx for conferencing. In addition to collaboration migration, ANM is also helping with a network and wireless refresh for all 100 locations to include new DNA platform for automation. State of Colorado Judicial has engaged ANM's managed services for day-to-day support on their newly implemented collaboration solution.

Contact Name: Piotr Nowakowski

Email: piotr.nowakowski@judicial.state.co.us

E. Advanced Network Management – Service Provider Information Number

Advanced Network Management – Service Provider Information Number - 143028101

F. Advanced Network Management – Contact Information



Joel Taylor
ANM
Account Manager

(480) 385-0603 Work
(602) 312-5308 Mobile
Joel.Taylor@anm.com
1365 N. Scottsdale Rd.
Suite 350
Scottsdale, AZ 85257

G. Financial Disclosure Questionnaire

FINANCIAL DISCLOSURE QUESTIONNAIRE – TAB 1

Offeror shall complete each item using attachments if necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Please respond "Not Applicable", "N/A", or "none" as needed instead of leaving items blank. Failure to complete may result in the rejection of proposal as unresponsive:

1. Have any licenses / certifications ever been denied, revoked or suspended or provisionally issued within the past five years? If yes, please provide explanation.

No

2. List all judgments, arbitration awards and settlements against your firm within the last three (3) years arising from a lawsuit or claim of any nature.

N/A

3. Describe all unresolved claims, arbitration claims, lawsuits or bond claims brought by or against your firm. Include the name of all parties and a brief description of the nature of the dispute.

N/A

4. Has your firm made any filing under the United States Bankruptcy Code, assignment for the benefit of creditors or other measures taken for the protection against creditors during the last three (3) years?

No

5. If the Offeror's firm is a division or subsidiary of another firm, indicate below the name and address of the parent firm. Also include a description of the working relationship between the Offeror's firm and the parent firm. Specify what impact, if any, this relationship would have on the Offeror's firm's ability to meet the requirements for services described in this solicitation.

N/A

6. Has your company ever had a name change in the past? _____Yes __X__No
If yes, provide all prior name(s) your company has used and year(s) of operation.

7. Length of time your Company has been doing business in Arizona.

9 Years and 5 Months

9. Does your firm have at least 5 years' experience working with public sector agencies (schools, cities, municipalities, etc.)?

Yes

10. What are the annual sales for the past 3 years for your firm?

2018: $109,774,974 2017: $92,357,719 2016: $49,185,465

Note: 1GPA reserves the right to request a copy of audited financial statements for the immediate past two fiscal years.

2. Advanced Network Management – Experience of Key Personnel

A. Contract Key Personnel

ANM has a robust staff across the Southwest encompassing executive leadership, functional leadership, sales leadership, account management, pre-sales engineering, service delivery leadership, project management, delivery engineering, and 24/7 managed services leadership and engineering. Although it is possible that anyone at ANM could interface with a potential client being served via 1GPA, we have summarized the key personnel below in table format for ease of consuming the information. A resume for anyone at ANM will be provided on demand to 1GPA at any time.

Name	Role	Geo	Degrees and/or Certifications	Training and/or Qualifications	Years in IT
Raminder Mann	CEO	All	B.E. Electrical Engineering; M.S. Electrical Engineering	CCIE (emeritus)	19+
Vance Krier	CTO	All	A.A.S Electronics Technology	CCIE (emeritus) CCDP, CCNP MCSE, VCP	21+
Lee Loen	General Manager, Arizona	AZ	B.A. Business; B.A Spanish; M.S. Info Engineering	Cisco Sales Associate Program, ongoing leadership training	10+
Joel Taylor	Account Manager	AZ		CWNA	20+
Dylan Marlow	Account Manager	AZ	B.A. Audio Engineering	CCIE	6+
Troy Baietto	Pre-Sales Engineer	AZ			20+
Cynthia Lukman	Sales Administrator	AZ	B.B.A. Arts Management		2+
Jonathan Woods	Pre/Post Security Engineer	AZ	A.A.S. Network Engineering		17+
Ken Reeves	Pre/Post Collaboration Engineer	AZ	B.S. Business Management	CCNP – Voice & R/S CCDA	20+
Adil Can	Pre/Post AWS Engineer	AZ	M.B.A. Management/Marketing; B.S. Computer Engineering	AWS – SysOps VMTSP VMSP	20+
Dana Connor	Director, Marketing	All	M.Sc. Integrated Marketing Communications;		

			M.A. Communication Science		
Mary Calderwood	Director, Accounting	All			
Hope McIntosh	VP, Sales	NM/TX	Masters Project Management; B.B.A. Managed Information Systems		20+
Goran Velickovski	VP, Sales	CO/ID	Masters Electrical and Computer Engineering; Bachelors Electrical and Computer Engineering	CCDP CCNP	15+
Ramneet Mann	Director, Sales	CO/ID	Masters Electrical Engineereing		12+
Jeff Gray	Director, Operations	CO/ID/AZ	Bachelors Computer Science	CCDP CCNP Data Center	17+
Patricia Barton	Director, Operations	NM/TX	M.S. Computer and IS; M.B.A. Finance	PMP ITIL Expert COBIT	10+
Matt Good	Cloud Engineer	All	B.S. Business Administration		20+
Chris Perkins	Security Engineer	All		CCSP CCNA VCP	13+
Dan Cumberland	Senior Project Manager	CO/AZ		PMP	20+
Joelle Scott	Project Manager	CO/AZ	B.A. Communications		12+
Ryan Barnett	End User Adoption Specialist	CO/AZ			17+
Cooper Heflick	Senior Project Manager	NM/AZ	B.A. Political Science and History	PMP ITIL Foundation Certificate	16+
Laura Garcia	Senior Project Manager	NM/AZ			22+
Andrew Bormann	Senior Consulting Engineer	CO/AZ		CCIE - Route/Switch CCIE – Security CCIE – Data Center	15+

Hitesh Chhabra	Senior Security Consulting Engineer	CO/AZ		CCIE - Security	9+
Scott Beauton	Senior Collaboration Consulting Engineer	CO/AZ		CCIE - Collaboration	17+

B. Employee Certifications

ANM will be happy to provide any certificates as requested. We have added a list of all individuals with current certifications.

First Name	Int	Title	Department	Location	Category	Certification	Description
Adam	O	Director Cloud Practice	Data Center	Denver	Certification	CCIE - DC	Data Center
Adam	O	Director Cloud Practice	Data Center	Denver	Certification	VTSP DV	Desktop Virtualization 6
Adam	O	Director Cloud Practice	Data Center	Denver	Certification	VTSP-SV	Server Vitalization 5
Adam	O	Director Cloud Practice	Data Center	Denver	Certification	VSPHERE	with Operations Management for VTSP
Adam	O	Director Cloud Practice	Data Center	Denver	Certification	VTSP	Software-Defined Storage
Adam	O	Director Cloud Practice	Data Center	Denver	Certification	VSP	Hybrid
Adam	M	Senior Consulting Engineer	Engineering - Core	Albuquerque	Certification	CCNA - RS	Routing & Switching
Adam	M	Senior Consulting Engineer	Engineering - Core	Albuquerque	Certification	ALLWORX	Technical training
Adam	M	Senior Consulting Engineer	Engineering - Core	Albuquerque	Certification	JNCIA-ER	Juniper Networks
Adam	M	Senior Consulting Engineer	Engineering - Core	Albuquerque	Certification	MCTS	Microsoft Cert Technology Specialist
Adam	M	Senior Consulting Engineer	Engineering - Core	Albuquerque	Certification	VCP6-DCV	Data Center Virtualization
Adam	M	Senior Consulting Engineer	Engineering - Core	Albuquerque	Certification	CEFFE	Field Engineers
Adil	C	Senior Consulting Engineer	Data Center	Phoenix	Certification	AWSSAA	AWS Cert Solutions Arch - Associate
Alan	S	Manager	Corporate Management	Albuquerque	Certification	CCNA	Cisco Certified Network Associate
Amandeep	A	Senior Account Manager	CO Account Managers	Denver	Certification	CCIE	Voice

Andrew	B	Consulting Architect	Engineering - Core	Denver	Certification	CCNA	Cisco Certified Network Associate
Andrew	B	Consulting Architect	Engineering - Core	Denver	Certification	CCNP	Cisco Certified Network Professional
Andrew	B	Consulting Architect	Engineering - Core	Denver	Certification	CCDA	Cisco Certified Design Associate
Andrew	B	Consulting Architect	Engineering - Core	Denver	Certification	CCIE - RS	Route & Switch
Andrew	B	Consulting Architect	Engineering - Core	Denver	Certification	CCNP - SEC	Cisco Cert Network Prof - Sec
Andrew	B	Consulting Architect	Engineering - Core	Denver	Certification	CCIE - SEC	Cisco Cert Internetworking Expert - Sec
Andrew	B	Consulting Architect	Engineering - Core	Denver	Certification	CCIE - DC	Data Center
Andrew	G	Consulting Engineer	Engineering - Collaboration	Albuquerque	Certification	CCNA - RS	Routing & Switching
Brian	P	Solutions Architect	Solutions Engineering	Denver	Certification	CCDA	Cisco Certified Design Associate
Brian	P	Solutions Architect	Solutions Engineering	Denver	Certification	CCDP	Cisco Certified Design Professional
Brian	P	Solutions Architect	Solutions Engineering	Denver	Certification	CCNA	Cisco Certified Network Associate
Brian	P	Solutions Architect	Solutions Engineering	Denver	Certification	CCNP	Cisco Certified Network Professional
Brian	P	Solutions Architect	Solutions Engineering	Denver	Certification	MCSA	Microsoft Cert Solutions Assoc
Brian	P	Solutions Architect	Solutions Engineering	Denver	Certification	MCSE	Microsoft Cert System Eng

Brittany	W	Sales Administrator	Sales Administration	Albuquerque	Certification	ASAAM	Advanced Security Arch for AMs
Brittany	W	Sales Administrator	Sales Administration	Albuquerque	Certification	ICS	Introduction to Cisco Sales
Christopher	H	Director - Information Security	Information Security	Albuquerque	Certification	CCNA	Cisco Certified Network Associate
Christopher	H	Director - Information Security	Information Security	Albuquerque	Certification	CCNA - S	Security
Christopher	H	Director - Information Security	Information Security	Albuquerque	Certification	COMPTIA-	Security
Christopher	H	Director - Information Security	Information Security	Albuquerque	Certification	CISSP	Cert Info Sys Sec Prof
Cooper	H	Project Manager	Project Management	Albuquerque	Certification	CCNA - RS	Routing & Switching
Cooper	H	Project Manager	Project Management	Albuquerque	Certification	ITIL	IT Service Mgmt
Cooper	H	Project Manager	Project Management	Albuquerque	Certification	PMP	Project Management Professional
Derek	W	Consulting Engineer	Information Security	Denver	Certification	CCNA - RS	Routing & Switching
Derrick	R	Consulting Engineer	Engineering - Core	Denver	Certification	CCNA	Cisco Certified Network Associate
Derrick	R	Consulting Engineer	Engineering - Core	Denver	Certification	CCNA - WIR	Cisco Cert Network Assoc - Wireless
Derrick	R	Consulting Engineer	Engineering - Core	Denver	Certification	CCNP	Cisco Certified Network Professional
Dylan	M	Account Manager	AZ Account Managers	Phoenix	Certification	CCNA	Cisco Certified Network Associate
Dylan	M	Account Manager	AZ Account Managers	Phoenix	Certification	CCIE - RS	Route & Switch
Dylan	M	Account Manager	AZ Account Managers	Phoenix	Certification	CCDP	Cisco Certified

							Design Professional
Dylan	M	Account Manager	AZ Account Managers	Phoenix	Certification	CCENT	Cert Entry Networking Tech
Dylan	M	Account Manager	AZ Account Managers	Phoenix	Certification	CCNA - RS	Routing & Switching
Dylan	M	Account Manager	AZ Account Managers	Phoenix	Certification	CCNA - S	Security
Dylan	M	Account Manager	AZ Account Managers	Phoenix	Certification	CCNP- RS	Routing and switching
Dylan	B	Consulting Engineer	Data Center	Denver	Certification	CCNA - RS	Routing & Switching
Dylan	B	Consulting Engineer	Data Center	Denver	Certification	VCP6-DCV	Data Center Virtualization
Dylan	B	Consulting Engineer	Data Center	Denver	Certification	AWSSAA	AWS Cert Solutions Arch - Associate
Edward	N	Senior Consulting Engineer	Engineering - Collaboration	Denver	Certification	MCTS	Microsoft Cert Technology Specialist
Edward	N	Senior Consulting Engineer	Engineering - Collaboration	Denver	Certification	MCIP	Microsoft Cert IT Prof
Edward	N	Senior Consulting Engineer	Engineering - Collaboration	Denver	Certification	MCTS	Microsoft Cert Technology Specialist
Elizabeth	S	Senior Consulting Engineer	Engineering - Collaboration	Albuquerque	Certification	CCNP V	Cisico Cert Network Prof - Voice
Eric	D	Senior Consulting Engineer	Engineering - Core	Albuquerque	Certification	CCIE - RS	Route & Switch
Eric	G	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	CCNA	Cisco Certified Network Associate
Eric	G	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	CCNA - RS	Routing & Switching
Frank	M	Solutions Architect	Solutions Engineering	Colorado Springs	Certification	CCIE - RS	Route & Switch
Frank	M	Solutions Architect	Solutions Engineering	Colorado Springs	Certification	VTSP-SV	Server Vitalization 5

Garrick	B	Senior Systems Engineer	Solutions Engineering	Denver	Certification	CVNS	Cisco Video Network Specialist
Garrick	B	Senior Systems Engineer	Solutions Engineering	Denver	Certification	ECSER	Ex Colab Sys Eng Rep
Garrick	B	Senior Systems Engineer	Solutions Engineering	Denver	Certification	ECSERv2	Exp Colab Sys Eng Rep v2
Garrick	B	Senior Systems Engineer	Solutions Engineering	Denver	Certification	CCNA	Cisco Certified Network Associate
Giovanni	R	Consulting Engineer	Managed Services	Albuquerque	Certification	CCNA - RS	Routing & Switching
Giovanni	R	Consulting Engineer	Managed Services	Albuquerque	Certification	CCNP	Cisco Certified Network Professional
Giovanni	R	Consulting Engineer	Managed Services	Albuquerque	Certification	CCNA - S	Security
Gregory	M	Infrastructure Technician	Integrated Services	Albuquerque	Certification	CCENT	Cert Entry Networking Tech
Hitesh	C	Senior Consulting Engineer	Information Security	Denver	Certification	CCNA - RS	Routing & Switching
Hitesh	C	Senior Consulting Engineer	Information Security	Denver	Certification	CCIE - S	Security
Hitesh	C	Senior Consulting Engineer	Information Security	Denver	Certification	CCNA - S	Security
Ian	L	Systems Engineer	Solutions Engineering	El Paso	Certification	CCNA - RS	Routing & Switching
Ian	L	Systems Engineer	Solutions Engineering	El Paso	Certification	VCP6-DCV	Data Center Virtualization
Ian	L	Systems Engineer	Solutions Engineering	El Paso	Certification	VCP6-NV	Network Professional 6
Ian	L	Systems Engineer	Solutions Engineering	El Paso	Certification	VCP7-CMA	VMware Cloud Mgmt & Auto
James	A	Solutions Architect	Solutions Engineering	Denver	Certification	CCIE VOICE	Voice
Jared	S	Sales Administrator	Sales Administration	Albuquerque	Certification	ASAAM	Advanced Security Arch for AMs
Jared	S	Sales Administrator	Sales Administration	Albuquerque	Certification	ICS	Introduction to Cisco Sales

Javier	G	Consulting Engineer	Managed Services	Albuquerque	Certification	CCNA - RS	Routing & Switching
Jeffrey	G	Director of Engineering	Engineering - Core	Denver	Certification	CCDP	Cisco Certified Design Professional
Jeffrey	G	Director of Engineering	Engineering - Core	Denver	Certification	CCNP	Cisco Certified Network Professional
Joel	T	Account Manager	AZ Account Managers	Phoenix	Certification	CWNA	Wireless
John	G	Senior Consulting Engineer	Engineering - Core	Albuquerque	Certification	CCNA - RS	Routing & Switching
John	G	Senior Consulting Engineer	Engineering - Core	Albuquerque	Certification	CCNA - WIR	Cisco Cert Network Assoc - Wireless
John	G	Senior Consulting Engineer	Engineering - Core	Albuquerque	Certification	CMNA	Cisco Cert Meraki Assoc
Jose	A	Consulting Engineer	Managed Services	Albuquerque	Certification	CCNP- RS	Routing and switching
Kyle	A	Consulting Engineer	Managed Services	Albuquerque	Certification	V Sphere	VMware
Kyle	P	Solutions Architect	Solutions Engineering	Albuquerque	Certification	CCNA - RS	Routing & Switching
Kyle	P	Solutions Architect	Solutions Engineering	Albuquerque	Certification	CEFFE	Field Engineers
Kyle	P	Solutions Architect	Solutions Engineering	Albuquerque	Certification	HP-AFT	
Kyle	P	Solutions Architect	Solutions Engineering	Albuquerque	Certification	MCD-ICP	Mitel
Kyle	P	Solutions Architect	Solutions Engineering	Albuquerque	Certification	MCD-ICP4.0	Mitel
Kyle	P	Solutions Architect	Solutions Engineering	Albuquerque	Certification	CAWFE	Advanced Wireless Field Engineer
Kyle	P	Solutions Architect	Solutions Engineering	Albuquerque	Certification	CCUWSS	Cisco Conducting Unified Wireless
Kyle	P	Solutions Architect	Solutions Engineering	Albuquerque	Certification	CDCUSS	Data Center Unified Supp Spec

Kyle	P	Solutions Architect	Solutions Engineering	Albuquerque	Certification	CEFFS	Express Foundations Field Spec
Kyle	P	Solutions Architect	Solutions Engineering	Albuquerque	Certification	CCNA - WIR	Cisco Cert Network Assoc - Wireless
Kyle	P	Solutions Architect	Solutions Engineering	Albuquerque	Certification	ALLWORX	Technical training
Kyle	P	Solutions Architect	Solutions Engineering	Albuquerque	Certification	UCTAMR	Uni Comp Tech Acct Mgr Rep
Kyle	P	Solutions Architect	Solutions Engineering	Albuquerque	Certification	ECSER	Ex Colab Sys Eng Rep
Kyle	P	Solutions Architect	Solutions Engineering	Albuquerque	Certification	ECSERv2	Exp Colab Sys Eng Rep v2
Linh	N	Salesforce Consultant	Salesforce	El Paso	Certification	SAA	Salesforce Advanced Admin
Lititia	P	Senior Marketing Specialist	Marketing	Albuquerque	Certification	ITIL	IT Service Mgmt
Manuel	P	Client Services Manager	Managed Services	Albuquerque	Certification	DPES0909	Dell Pwr Edge Servers Tech
Manuel	P	Client Services Manager	Managed Services	Albuquerque	Certification	MTSW7	Micro TS Window 7 Office 2010
Manuel	P	Client Services Manager	Managed Services	Albuquerque	Certification	MAO365	Micro Admin Office 365
Manuel	P	Client Services Manager	Managed Services	Albuquerque	Certification	MICWS 2012	Installing and config window
Manuel	P	Client Services Manager	Managed Services	Albuquerque	Certification	MTSW 2008	Active Directory Config
Manuel	P	Client Services Manager	Managed Services	Albuquerque	Certification	MTSWS2008	Micro TS Windows Server 2008
Mark	P	Senior Consulting Engineer	Information Security	Albuquerque	Certification	SASE	Splunk Accredited Sales Engineer II
Mark	P	Senior Consulting Engineer	Information Security	Albuquerque	Certification	SECA	Splunk Enterprise Certified Architect

Matthew	G	Solutions Architect	Data Center	Denver	Certification	VCP6-DCV	Data Center Virtualization
Matthew	G	Solutions Architect	Data Center	Denver	Certification	VCP6-NV	Network Professional 6
Matthew	M	Consulting Architect	Managed Services	Albuquerque	Certification	CCNA	Cisco Certified Network Associate
Matthew	M	Consulting Architect	Managed Services	Albuquerque	Certification	CCNP	Cisco Certified Network Professional
Matthew	M	Consulting Architect	Managed Services	Albuquerque	Certification	CCIE - RS	Route & Switch
Michael	N	Consulting Engineer	Engineering - Core	Denver	Certification	CCNP- RS	Routing and switching
Monty	M	Senior Consulting Architect	Engineering - Collaboration	Denver	Certification	CCIE - RS	Route & Switch
Monty	M	Senior Consulting Architect	Engineering - Collaboration	Denver	Certification	CCIE VOICE	Voice
Nathaniel	D	Senior Consulting Engineer	Data Center	Denver	Certification	CCNP- RS	Routing and switching
Nathaniel	D	Senior Consulting Engineer	Data Center	Denver	Certification	VCP6-DCV	Data Center Virtualization
Nick	M	Senior Consulting Engineer	Data Center	Denver	Certification	AWSSAA	AWS Cert Solutions Arch - Associate
Nick	M	Senior Consulting Engineer	Data Center	Denver	Certification	AWSSAP	AWS Cert Sol Arch Prof
Oscar	N	Consulting Engineer	Managed Services	Las Cruces	Certification	CCNA	Cisco Certified Network Associate
Oscar	N	Consulting Engineer	Managed Services	Las Cruces	Certification	COMPTIA-	Security
Oscar	N	Consulting Engineer	Managed Services	Las Cruces	Certification	MCSA	Microsoft Cert Solutions Assoc
Oscar	N	Consulting Engineer	Managed Services	Las Cruces	Certification	MCSE	Microsoft Cert System Eng

Patricia	B	Director - Engineering	Project Management	Albuquerque	Certification	PMP	Project Management Professional
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	MCSA	Microsoft Cert Solutions Assoc
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	ITIL	IT Service Mgmt
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	CEH	Cert Ethic Hacker
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	CNDA	Cert Net Def Arch
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	CISSP	Cert Info Sys Sec Prof
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	MCSE	Microsoft Cert System Eng
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	VM CP	VMware Certified Prof
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	COMPTIA	Linux
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	CASP	CompTIA Adv Sec Practitioner
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	AVSE	AlienVaul Cert Sec Eng
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	CISM	Cert Information Security Mgr
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	ECIH	EC - Council Cert Incident Handler
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	PCCSA	Palo Alto Net Cert Cybersec Assoc
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	COMPTIA-	Security
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	LPIC-1	Linux Admin
Paul	D	Senior Consulting Engineer	Managed Services	Albuquerque	Certification	CCNA-CO	CCNA Cyber Ops
Prashant	S	Consulting Engineer	Engineering - Core	Denver	Certification	CCNA	Cisco Certified

							Network Associate
Prashant	S	Consulting Engineer	Engineering - Core	Denver	Certification	UCCXD	Cisco
Rebecca	B	Senior Systems Engineer	Solutions Engineering	Albuquerque	Certification	CCNA	Cisco Certified Network Associate
Rebecca	B	Senior Systems Engineer	Solutions Engineering	Albuquerque	Certification	CCNP	Cisco Certified Network Professional
Raminder	M	CEO	Owners	Denver	Certification	CCIE - V	Voice
Robert	P	Security Analyst	Managed Services	Albuquerque	Certification	650251ENU	
Robert	P	Security Analyst	Managed Services	Albuquerque	Certification	CISSP	Cert Info Sys Sec Prof
Ryan	W	Consulting Architect	Information Security	Albuquerque	Certification	CISSP	Cert Info Sys Sec Prof
Scott	B	Senior Consulting Engineer	Engineering - Collaboration	Denver	Certification	CCIE VOICE	Voice
Thaddeus	A	Senior Consulting Engineer	Data Center	Denver	Certification	AWSSAA	AWS Cert Solutions Arch - Associate
Thaddeus	A	Senior Consulting Engineer	Data Center	Denver	Certification	AWSDA	AWS Cert Dev Assoc
Thaddeus	A	Senior Consulting Engineer	Data Center	Denver	Certification	AWSDOEP	AWS Cert DevOps Eng Prof
Thaddeus	A	Senior Consulting Engineer	Data Center	Denver	Certification	AWSSAP	AWS Cert Sol Arch Prof
Thaddeus	A	Senior Consulting Engineer	Data Center	Denver	Certification	AWSSOAA	AWS Cert SysOps Admin Assoc
Timothy	H	Senior Consulting Engineer	Engineering - Collaboration	Albuquerque	Certification	CCDA	Cisco Certified Design Associate
Timothy	H	Senior Consulting Engineer	Engineering - Collaboration	Albuquerque	Certification	CCNA	Cisco Certified Network Associate

Timothy	H	Senior Consulting Engineer	Engineering - Collaboration	Albuquerque	Certification	CIPTDS	Cisco IP Telephony Design Spec
Timothy	H	Senior Consulting Engineer	Engineering - Collaboration	Albuquerque	Certification	CIPTOS	Cisco IP Telephony Ops Spec
Timothy	H	Senior Consulting Engineer	Engineering - Collaboration	Albuquerque	Certification	CUWSS	Cisco Unified Wireless Site Survey
Torin	K	Senior Consulting Engineer	Engineering - Core	Albuquerque	Certification	MCIP	Microsoft Cert IT Prof
Torin	K	Senior Consulting Engineer	Engineering - Core	Albuquerque	Certification	VCP6-DCV	Data Center Virtualization
Torin	K	Senior Consulting Engineer	Engineering - Core	Albuquerque	Certification	VCP6-NV	Network Professional 6
Torin	K	Senior Consulting Engineer	Engineering - Core	Albuquerque	Certification	VTSP-SV	Server Vitalization 5
Ulysses	A	Consulting Engineer	Information Security	El Paso	Certification	OSCP	Offen Sec Cert Prof
Ulysses	A	Consulting Engineer	Information Security	El Paso	Certification	CCNP	Cisco Certified Network Professional
Vance	K	Chief Technical Officer	Owners	Albuquerque	Certification	ALLWORX	Technical training
Vance	K	Chief Technical Officer	Owners	Albuquerque	Certification	CWSDI	Cisco Webex Design and Implement
Vance	K	Chief Technical Officer	Owners	Albuquerque	Certification	DICUCUCS	
Vance	K	Chief Technical Officer	Owners	Albuquerque	Certification	ICVND	Implement Cisco Video Network Dev
Vance	K	Chief Technical Officer	Owners	Albuquerque	Certification	UCSEN	Cisco Unified Computing System
Vance	K	Chief Technical Officer	Owners	Albuquerque	Certification	650292ENU	TelePresence Video Sales
Vance	K	Chief Technical Officer	Owners	Albuquerque	Certification	ICCPS	Implement Cicso Connect Physical Sec
Vance	K	Chief Technical Officer	Owners	Albuquerque	Certification	650293ENU	Telepresence Video Sales Engineer

Vance	K	Chief Technical Officer	Owners	Albuquerque	Certification	ICCPS2	Implement Cisco Connect Phy Sec 2
Vance	K	Chief Technical Officer	Owners	Albuquerque	Certification	CCIE - V	Voice
Victor	G	Infrastructure Technician	Integrated Services	Albuquerque	Certification	SP3000	
Victor	G	Infrastructure Technician	Integrated Services	Albuquerque	Certification	SP3801	
Victor	G	Infrastructure Technician	Integrated Services	Albuquerque	Certification	SP3802	
Victor	G	Infrastructure Technician	Integrated Services	Albuquerque	Certification	CC101	
Wisam	I	Senior Consulting Engineer	Information Security	Albuquerque	Certification	CCIE VOICE	Voice
Wisam	I	Senior Consulting Engineer	Information Security	Albuquerque	Certification	CCDA	Cisco Certified Design Associate
Wisam	I	Senior Consulting Engineer	Information Security	Albuquerque	Certification	CCNA	Cisco Certified Network Associate
Wisam	I	Senior Consulting Engineer	Information Security	Albuquerque	Certification	CCNP	Cisco Certified Network Professional
Wisam	I	Senior Consulting Engineer	Information Security	Albuquerque	Certification	IPTX	Cisco IP Telephony Express
Wisam	I	Senior Consulting Engineer	Information Security	Albuquerque	Certification	UCSE	Unified System Engineer

C. ANM Account Representatives

Yes, ANM will provide a dedicated account representative for 1GPA members. In order to provide the best coverage to 1GPA members, members will be assigned to one of our local account representatives to provide optimal customer service. Currently, ANM has three account representatives in Arizona who will provide this support: Joel Taylor, Dylan Marlow, and Lee Loen.

We plan to continue to invest in our Arizona expansion, including incremental account management headcount. Given our public sector focus, we expect each incremental account manager to interface with 1GPA members.

3. Products, Services, and Overall Strategy Offered

A. Services Provided

ANM understands that accomplishing your business goals requires a qualified sales and engineering team, equipped with the latest technologies and able to provide a broad range of services. With your business requirements driving the process, ANM collaborates with you and our top technology partners. The result is technology solutions that are cost-effective, proactive, and growth-focused.

As part of ANM's services practice, we provide full support throughout the lifecycle of a solution, as following:

Discovery
ANM provides a full assessment of the existing environment. Depending on the requirements, ANM provides discovery for wireless, wired access, distribution, core, WAN, data center, Collaboration, and other functional areas. No discovery tools would be needed for the sample solution, however ANM does utilize RV Tools, RISC, Ekahau and network assessment tools as required.

Plan and Design
ANM will conduct architecture workshops with key staff member to build solutions tailored to the business needs of the client.

Implementation
Project Management can often be one of the most critical components of a project, helping to ensure that ANM's engagement with our customer is on task, on time and within the specified budget. Upon the receipt of a Purchase Order (PO) for an ANM professional services engagement with our customers, the ANM Project Management Office (PMO) is promptly engaged to assign a dedicated Project Manager (PM). With our customer's business and technical initiatives in mind, the PM will execute on a standardized task-list. The PM will make the ANM team ready, keep everyone from ANM and our clients involved and on-task, and ensure a project begins and ends successfully.

ANM has a distinguished Project Management Office with processes and procedures in place to help ANM and our customers have a positive experience and excellent working relationships in each and every endeavor. We appreciate our customers to the fullest extend and our desire is to have long lasting and mutually beneficial relationships.

Once assigned, the ANM Project Manager begins a process to start and end a project, always with our customer's best interest in mind and working to meet every expectation of the project from start to finish.

- The PM collects all documentation related to the project, such as SOWs, the equipment purchased, the calculated hours for the project and works through internal ANM communications to develop a foundational understanding of the project.
- The PM coordinates an ANM Internal Kick-Off (IKO) meeting to ensure that all ANM stakeholders for the project meet, discuss and prepare for the upcoming project and to ensure all expectations of the project are fulfilled. The internal meeting includes everyone who has been involved through the sales, discovery and design processes, with an objective to hand-off accurate information to the AMM deployment team, making them well informed and ready for the project.
- The PM coordinates an External Kick-Off (EKO) with all stakeholders from ANM and our customer. Everyone from the IKO will be on included in the EKO call to transition the engagement from the pre-sales and consulting team to the assigned deployment and team and the customer. Specifics of the project will be discussed to include introductions, SOW review, review of the assumptions, AMM's and customer related expectations, and the timelines of the project. Network downtime and change control processes will be thoroughly reviewed. In large projects, short-term priority tasks, goals and objectives and timelines will be identified while keeping visibility to longer term goals and future tasks that must be accomplished too.
- The PM will monitor and manage every aspect of the project, keeping all teams on task, on time and within budget. Newly identified tasks that are out of the scope of the project will be discussed and change-order documents or new proposals will be developed as needed, working through your AMM Account Manager.
- The PM will monitor and ensure customer satisfaction at all times. Any challenges identified in the project will effectively be communicated to your ANM Account Manager and escalated as needed through ANM leadership to effectively address and resolve problems within the shortest amount of time possible.
- The PM will monitor billing milestones within the project to ensure the milestones are completed, signed-off by the customer as may be needed, and invoicing the milestones as they are documented and agreed upon in the contract.
- The PM monitor and ensure that all project documentation such as engineering reports and as-built documentation are delivered as defined within the SOW of the agreement.
- When all tasks of the project are completed, and our customer is in agreement, the PM will present an ANM Customer Satisfaction survey to our customer along with a Project Sign-Off form.
- The PM will internally close-out processes at ANM and be sure that invoicing processes are in place for any unpaid balances.

A.1 Network Equipment

ANM has proposed a solution based upon traditional Cisco architecture and includes Cisco Catalyst 9K series switching with a Cisco Wireless Lan Controller (WLC) and Cisco Aironet 802.11ac access points.

Not knowing enough about the sample client's existing network, we positioned Cisco's traditional infrastructure product line, which is tried and true. Another option that we would work with the client to consider would be Cisco Meraki which could have cost benefits, management benefits, or other benefits that would be flushed out during a typical pre-sale engagement.

Please reference section 7B for the full proposed SoW to fulfil the sample Scope of Work.

A.2 Managed Internal Broadband Services

Please see section 7A for details on ANM's Managed Services offering.

A.3 Basic Maintenance of Internal Connections

Basic maintenance (Cisco CON-SW SKUs) is 100% E-rate eligible. However, services eligibility is dependent on the product eligibility for which the service covers. For example, a CON-SW SKU for a 90% E-rate eligible product would be 90% eligible.

Applicants who wish to purchase SMARTnet (CON-SNT) service for eligible products should be able to do so using a cost-allocation approach. SMARTnet (SNT) contains E-rate eligible and ineligible service parts. When preparing applications for E-rate funding, applicants should only request E-rate discounts on the eligible portion of SMARTnet services. A cost allocation worksheet, which provides the cost delta between Cisco basic maintenance service (CON-SW) and the various service levels of SMARTnet, may be found here: Hardware Replacement Allocations

ANM also has a renewal specialist team who will assist in keeping up to date with your licensing renewal as well help you pick the right level of support (smartnet) for your Cisco devices. Our specialists will proactively notify clients of upcoming expiration dates and assist with planning in licensing renewals and/or upgrades.

B. E-Rate Compliance

Advanced Network Management will comply with any and all E-Rate rules and updates as specified by the Federal Communication Commission (FCC) and Universal Services Administration Company (USAC) throughout the term of the contract.

4. Cost

A. Cost Worksheet

SERVICE RATES

RFP 19-07PV Internal Connections (E-Rate Category 2 Eligible)

Instructions:
Provide all pricing for the various operations allowed under the Contract. List pricing for all Value Added Services proposed in the Contract.

Company Name: Advanced Network Management

SERVICE RATES

Line	Service Description	UOM	COST PER UOM	Notes/Comments
1	CAD Designer	HR	$110.00	
2	CAD Operator	HR	$85.00	
3	Certified Fiber Tech	HR	$80.00	
4	Lead Technician	HR	$80.00	
5	MW, Security or AV Engineer	HR	$165.00	
6	MW, Security or AV Tech I	HR	$65.00	
7	MW, Security or AV Tech II	HR	$85.00	
8	MW, Security or AV Tech III	HR	$110.00	
9	MW, Security or AV Engineer- SENIOR	HR	$225.00	
10	Network Consultant	HR	$225.00	
11	Network Engineer	HR	$110.00	
12	Network Engineer- JUNIOR	HR	$85.00	
13	Network Engineer- SENIOR	HR	$165.00	
14	Network Technician	HR	$65.00	
15	Project Engineer/Asst PM	HR	$100.00	
16	Project Manager	HR	$85.00	
17	Registered Communications Distribution Designer (RCDD)	HR	$135.00	
18	Senior Project Manager	HR	$150.00	

19	Supervisor/Foreman	HR	$85.00	
20	Technician I	HR	$45.00	
21	Technician II	HR	$65.00	
22	Technician III	HR	$75.00	
23	Technician IV	HR	$95.00	
24				
25				

Line	Manufacturer	% Discount- E-Rate Eligible Items:	% Discount- NON-E-Rate Eligible Items:
0	*1GPA- SAMPLE*	*10%*	*10%*
1	3M		
2	ADTRAN NETWORKS		
3	AFL TELECOMMUNICATIONS		
4	ALLENTELL		
5	AMP		
6	APC	31.00%	30.00%
7	APC MAINTENANCE	18.00%	18.00%
8	ARNCO		
9	ARUBA NETWORKS		
10	AVOCENT		
11	AXIOM		
12	BELDEN		
13	BELKIN		
14	BERK-TEK		
15	BOGENTELCO		
16	CABLOFIL		
17	CAPTARIS		
18	CARLON		
19	CHATSWORTH (CPI)		
20	CIRCA TELECOM		
21	CISCO CISCOBASE	55.00%	42.00%
22	CISCO NETWORK	59.00%	42.00%
23	CISCO SMARTNET	34.00%	14.00%
24	CISCO UCS	58.00%	58.00%
25	COMMSCOPE		
70	MERAKI	52.00%	42.00%
71	MERAKI LICENSE	52.00%	42.00%
72	MERAKI MAINT	52.00%	42.00%

Line	Manufacturer	% Discount- E-Rate Eligible Items:	% Discount- NON-E-Rate Eligible Items:
1	Crestron	40.00%	40.00%
2	Cohesity	50.00%	50.00%
3	Pure Storage Hardware	43.00%	43.00%
4	Pure Storage Maintenance	15.00%	15.00%
5	F5 Hardware	13.00%	13.00%
6	F5 Support	12.00%	12.00%
7	Kamanario	30.00%	30.00%

Network Equipment Sample Project								
Eligible Network Equipment from listed manufacturer								
#	**Item**	**Quantity**	**UOM**	**Manufacturer:**	**Product Number:**	**Discount Percentage:**	**Unit Discounted Price:**	**Extended Cost**
1	Chassis Core Layer 3 (At least 8 Slot Industry Standard) with power supply(s)	1	EA	Cisco	C9410R-96U-BDL-EDU	59.00%	$40,073.40	$40,073.40
2	Management Module (Layer 3 capable) if necessary	2	EA	Cisco	In Bundle	N/A	$0.00	$0.00
3	24 port10/100/1000 Ethernet modules (with IEEE 802.3af Power-over-Ethernet [PoE])	4	EA	Cisco	In Bundle	N/A	$0.00	$0.00
4	Fiber module Loaded with 8 10 Gig BICs	1	EA	Cisco	SFP-10G-SR-S=	59.00%	$4,592.00	$4,592.00
5	Internet router to interface with 1Gig Fiber uplink	1	EA	Cisco	ISR4431/K9	59.00%	$6,379.60	$6,379.60
6	24 port10/100/1000 [Poe] L3 Switch w/10 Gig BIC	8	EA	Cisco	C9300-24P-E	59.00%	$3,802.75	$30,422.00
7	Wireless Lan Controller (up to 500 Access points)	1	EA	Cisco	EDU-C9800-40-K9	59.00%	$15,580.00	$15,580.00
8	WAP (802.11ac to support 30 concurrent connections with reliability)	8	EA	Cisco	AIR-AP3802I-A-K9	59.00%	$1,031.15	$8,249.20
9	Project Management per hour	1	HR				$150.00	#REF!
10	Installation per hour	1	HR				$225.00	$150.00
11	Engineering per hour	1	HR				$225.00	$225.00
12	Configuration per hour	1	HR				$225.00	$225.00
Eligible Power equipment from listed manufacturer								
13	10,000VA / 10kVA online 6U rack / tower UPS with necessary modules	1	EA	APC	SRT10KRMXLT	31.00%	$7,151.36	$7,151.36
14	1000VA line interactive 1U rack/tower UPS with sine wave output in AC and battery mode	8	EA	APC	SUA1000RM1U	31.00%	$710.29	$5,682.32
15	Project Management per hour	1	HR				$150.00	$150.00
16	Installation per hour (Cable Install)	1	HR				$95.00	$95.00
17	Engineering per hour	1	HR				$95.00	$95.00
18	Installation per hour (Cable termination)	1	HR				$95.00	$95.00
							Network Equipment Project Subtotal	**#REF!**
	Additional Taxes and/or Fees (Describe):							
	Additional Taxes and/or Fees (Describe):							
	Additional Taxes and/or Fees (Describe):							
							Total Project Price	**#REF!**

B. Price Lists

Price lists for APC, Cisco, Cisco Meraki, Crestron, Pure Storage, Kamanario, F5, and Cohesity are included on flash drives.

C. Price Lists Exceptions

No price list exceptions.

D. Quote

Advanced Network Management, Inc
1365 North Scottsdale Road Suite 350
Scottsdale, AZ 85257

Lee Loen
(408) 981-5625
lee.loen@anm.com

Paradise Valley Unified School District
15002 North 32nd Street
Phoenix, AZ 85032

Claudia Leon
602-449-2084
clleon@pvschools.net

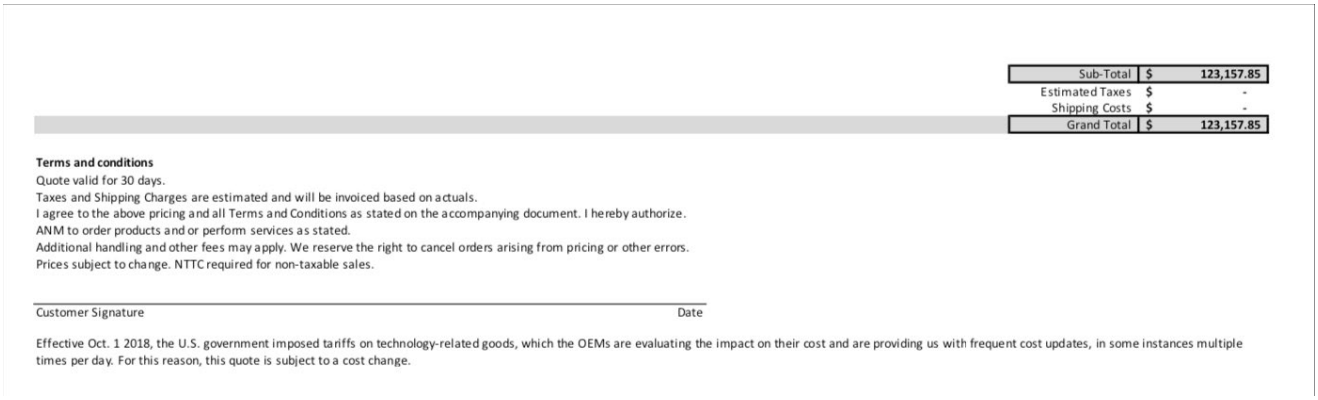
Quote #: QT-000010326
Revision #: **PVSD 19-07PV-1GPA**

May 07, 2019

Part Number	Description	Qty	List Price	Discount Percentage	Price	Extended Price
	Network Equipment					
C9410R-96U-BDL-EDU	Catalyst 9400 Series 10 slot,Sup, 2xC9400-LC-48U, EDU LIC	1	$ 29,400.00	59%	$ 12,054.00	$ 12,054.00
C9400-NW-A	Cisco Catalyst 9400 Network Advantage License	1	$ -	-	$ -	$ -
C9400-NW-A-EDU	Cisco Catalyst 9400 EDU Network Advantage License	1	$ 9,180.00	59%	$ 3,763.80	$ 3,763.80
C9400-S-BLANK	Cisco Catalyst 9400 Series Slot Blank Cover	5	$ -	-	$ -	$ -
C9400-PWR-BLANK	Cisco Catalyst 9400 Series Power Supply Blank Cover	5	$ -	-	$ -	$ -
S9400UK9-169	UNIVERSAL	1	$ -	-	$ -	$ -
C9400-PWR-3200AC	Cisco Catalyst 9400 Series 3200W AC Power Supply	3	$ 2,040.00	59%	$ 836.40	$ 2,509.20
CAB-US520-C19-US	NEMA 5-20 to IEC-C19 14ft US	3	$ -	-	$ -	$ -
C9400-SUP-1XL-B	Cisco Catalyst 9400 Series Sup-1XL Bundle Select Option	1	$ 5,100.00	59%	$ 2,091.00	$ 2,091.00
C9400-SUP-1XL	Cisco Catalyst 9400 Series Supervisor 1XL Module	1	$ -	-	$ -	$ -
C9400-SSD-240GB	Cisco Catalyst 9400 Series 240GB M2 SATA memory (Supervisor)	1	$ 2,040.00	59%	$ 836.40	$ 836.40
C9400-SUP-1XL/2	Cisco Catalyst 9400 Series Redundant Supervisor 1XL Module	1	$ 19,380.00	59%	$ 7,945.80	$ 7,945.80
C9400-SSD-240GB	Cisco Catalyst 9400 Series 240GB M2 SATA memory (Supervisor)	1	$ 2,040.00	59%	$ 836.40	$ 836.40
C9400-LC-48P-B	Cisco Catalyst 9400 Series 2xC9400-LC-48P for Bundle Select	1	$ -	-	$ -	$ -
C9400-LC-48P	Cisco Catalyst 9400 Series 48-Port POE+ 10/100/1000 (RJ-45)	1	$ -	-	$ -	$ -
C9400-LC-48P	Cisco Catalyst 9400 Series 48-Port POE+ 10/100/1000 (RJ-45)	1	$ -	-	$ -	$ -
C9400-LC-24XS	Cisco Catalyst 9400 Series 24-Port 10 Gigabit Ethernet(SFP+)	1	$ 24,480.00	59%	$ 10,036.80	$ 10,036.80
ISR4431/K9	Cisco ISR 4431 (4GE,3NIM,8G FLASH,4G DRAM,IPB)	1	$ 11,460.00	59%	$ 4,698.60	$ 4,698.60
SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	1	$ -	-	$ -	$ -
FL-44-PERF-K9	Performance on Demand License for 4400 Series	1	$ 3,600.00	59%	$ 1,476.00	$ 1,476.00
GLC-SX-MMD	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	1	$ 500.00	59%	$ 205.00	$ 205.00
PWR-4430-AC	AC Power Supply for Cisco ISR 4430	1	$ -	-	$ -	$ -
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	$ -	-	$ -	$ -
MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	1	$ -	-	$ -	$ -
PWR-COVER-4430	Cover for empty 2nd Power Supply slot on Cisco ISR 4430	1	$ -	-	$ -	$ -
MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	1	$ -	-	$ -	$ -
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	3	$ -	-	$ -	$ -
MEM-44-4G	4G DRAM (1 x 4G) for Cisco ISR 4400	1	$ -	-	$ -	$ -
SISR4400UK9-166	Cisco ISR 4400 Series IOS XE Universal	1	$ -	-	$ -	$ -
C9300-24P-E	Catalyst 9300 24-port PoE+, Network Essentials	8	$ 5,920.00	59%	$ 2,427.20	$ 19,417.60
C9300-NW-E-24	C9300 Network Essentials, 24-port license	8	$ -	-	$ -	$ -
S9300UK9-166	CAT9300 Universal image	8	$ -	-	$ -	$ -
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	8	$ -	-	$ -	$ -
C9300-SPS-NONE	No Secondary Power Supply Selected	8	$ -	-	$ -	$ -
CAB-TA-CN	China AC Type A Power Cable	8	$ -	-	$ -	$ -
STACK-T1-50CM	50CM Type 1 Stacking Cable	8	$ 100.00	59%	$ 41.00	$ 328.00
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	8	$ 95.00	59%	$ 38.95	$ 311.60
PWR-C1-BLANK	Config 1 Power Supply Blank	8	$ -	-	$ -	$ -
NAL-C9300-24P-E	NAL PID for C9300-24P-E Switch	8	$ -	-	$ -	$ -
C9300-DNA-E-24	C9300 DNA Essentials, 24-Port Term Licenses	8	$ -	-	$ -	$ -
C9300-DNA-E-24-3Y	C9300 DNA Essentials, 24-Port, 3 Year Term License	8	$ 610.00	59%	$ 250.10	$ 2,000.80
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	8	$ 2,550.00	59%	$ 1,045.50	$ 8,364.00
AIR-AP3802I-A-K9	802.11ac W2 AP w/CA; 4x4:3; Mod; Int Ant; mGig A Domain	8	$ 1,795.00	59%	$ 735.95	$ 5,887.60
AIR-DNA-A	Aironet CISCO DNA Advantage Term Licenses	8	$ -	-	$ -	$ -
AIR-DNA-A-5Y	Aironet CISCO DNA Advantage Term Licenses	8	$ 720.00	59%	$ 295.20	$ 2,361.60
WLC-AP-T	Aironet AP License Term Licenses	8	$ -	-	$ -	$ -
WLC-AP-T-5Y	Aironet AP License 5 Year Term License	8	$ -	-	$ -	$ -
PI-LFAS-AP-T	Prime AP Term Licenses	8	$ -	-	$ -	$ -
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	8	$ -	-	$ -	$ -
AIR-DNA-A-T	Aironet AP License Term Licenses	8	$ -	-	$ -	$ -
AIR-DNA-A-T-5Y	Aironet CISCO DNA Advantage 5 Year Term License	8	$ -	-	$ -	$ -
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	8	$ -	-	$ -	$ -
D-CISCODNAS-SEE-T	Cisco DNA Spaces See Term License for Cisco DNA	8	$ -	-	$ -	$ -
D-CISCODNAS-SEE-5Y	Cisco DNA Spaces See Term 5Y	8	$ -	-	$ -	$ -
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	8	$ -	-	$ -	$ -
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	8	$ -	-	$ -	$ -
SW3802-CAPWAP-K9	Cisco Aironet 3800 Series CAPWAP Software Image	8	$ -	-	$ -	$ -
EDU-C9800-40-K9	EDU SKU - Cisco Catalyst 9800-40 Wireless Controller	1	$ 38,000.00	59%	$ 15,580.00	$ 15,580.00
LIC-C9800-DTLS-K9	Cisco Catalyst 9800 Series Wireless Controller DTLS License	1	$ -	-	$ -	$ -
SC980040K9-1610	Cisco Catalyst 9800-40 Wireless Controller	1	$ -	-	$ -	$ -
C9800-PWR-BLANK	Cisco 9800 Wireless Controller PS Blank	1	$ -	-	$ -	$ -
C9800-AC-750W-R	Cisco Catalyst 9800-40 750W AC Power Supply, Reverse Air	1	$ -	-	$ -	$ -
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	$ -	-	$ -	$ -
SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	16	$ 700.00	59%	$ 287.00	$ 4,592.00
	Power Equipment					
SUA1000RM1U	SMART-UPS 1000VA RM 1U 120V PERP LINE-INT 4OUT	1	$ 1,030.00	31%	$ 710.29	$ 710.29
SRT10KRMXLT	SMART UPS SRT 10000VA RM 208V PERP	1	$ 10,450.00	31%	$ 7,151.36	$ 7,151.36

ANM professional services

Part Number	Description	Price	Extended Price
PS	Professional Services	$ 10,000.00	$ 10,000.00



Sub-Total	$	123,157.85
Estimated Taxes	$	-
Shipping Costs	$	-
Grand Total	$	123,157.85

Terms and conditions
Quote valid for 30 days.
Taxes and Shipping Charges are estimated and will be invoiced based on actuals.
I agree to the above pricing and all Terms and Conditions as stated on the accompanying document. I hereby authorize.
ANM to order products and or perform services as stated.
Additional handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.
Prices subject to change. NTTC required for non-taxable sales.

Customer Signature Date

Effective Oct. 1 2018, the U.S. government imposed tariffs on technology-related goods, which the OEMs are evaluating the impact on their cost and are providing us with frequent cost updates, in some instances multiple times per day. For this reason, this quote is subject to a cost change.

E. Left Blank Intentionally to match 1GPA format

1GPA's RFP did not include letter 'E' under tab 4.

F. Labor

All associated costs are included in the quote above.

G. 1GPA Administrative Fee

The price above does not include the 1GPA administrative fee.

5. Added Value/Marketing Plan

A. Regional Coverage

ANM is willing and excited to serve the entire state of Arizona from our office in Scottsdale, Arizona. ANM has been selling into Arizona for over 9 years from our Albuquerque, NM location. However, over the last 1 year, ANM has invested in a physical office as well as several headcounts to provide much better coverage in Arizona. ANM currently has customers in the Phoenix metro area, Tucson, and the North-East Arizona / four corners area.

B. Extended Coverage

ANM has been rated as one of top 10 fastest growing consulting companies for last few years due to ANM's investment in engineering & customer service. This has enabled ANM to expand to new markets every year. Currently ANM operates in Arizona, New Mexico, Colorado, Wyoming, Texas, and Idaho. Since over 60% of ANM's business comes from State, Local & Education (SLED) customer, ANM is very interested in using 1GPA across all of our markets.

ANM's Marketing Plan to educate customers in other states about 1GPA:

- Conference Attendance: ANM sponsors and participates in many public sector conferences like New Mexico Technology in Education (NM TIE), Colorado Government Association of Information Technology (C-GAIT), etc. ANM will use our presence in these conference as a medium to educate the customers about 1GPA and help them understand the benefits of using the co-operative contracts like 1GPA.
- Email blasts for customers
- Education for ANM sales team
- Workshop with manufacturer teams like Cisco in other states.

C. Marketing Plan

At the company level, ANM recently hired a new Director of Marketing, Dana Connor, who is leading our brand strategy which includes communications, events, and customized marketing plans for each of our geographies. Given our strong focus in public sector, our Director of Marketing is working with each market leader to implement strategies and tactics to retain current clients and acquire new clients. If awarded the 1GPA contract, ANM will advertise the availability of products and services to 1GPA members through integrated marketing strategies which includes tactics such as social media platforms like LinkedIn, local events, and advertisements on our company website and print marketing materials. We will seek compliance before using the 1GPA logo as detailed in the terms and conditions.

At the region level, ANM is aggressively marketing in Arizona to make prospective clients and manufacturer partners aware of our market entrance. We attended the Arizona IT Symposium on April 2nd, and we will be at the Arizona Digital Government Summit on May 9th and 10th. Both of these events have a heavy attendance from local public sector IT thought leaders. We have also been working closely with strategic manufacturers like Cisco, Pure Storage, VMware, F5, Amazon Web Services, Cohesity, and others in Arizona to identify underserved public sector clients who could benefit from working with ANM.

Internally, we keep a running list of public sector contract vehicles that can be cooperatively utilized in our geographies. If we are able to secure 1GPA as a new vehicle, we will host an internal training to make all Engineers and Account Managers aware of the award to get a fast start to usage.

As it relates to reporting, our Director of Accounting, Mary Calderwood, will be responsible for ensuring that volume is accurately tracked and reported to 1GPA. We have deployed Salesforce.com as our internal customer relationship management (CRM) platform as well as Financial Force for our internal financial platform. These platforms allow us to customize reporting so that we can provide a high level of customer service to contract administrators like 1GPA, our partners, and our clients. We will provide all required reporting information based on a mutually agreed upon schedule.

Added Value for Arizona Customers:

ANM is a unique IT consulting organization that is truly an organization built by engineers with over 50% of our employees having engineering backgrounds. That coupled with ANM's history of success with State, Local & Education (SLED) customers puts us in a unique position to be a trusted advisor for SLED customers. ANM has a strong consulting methodology that enables us to provide a significantly higher degree of pre-sales design and engineering support as compared to our competitors. ANM currently has three engineers for every account manager in Arizona with the sole goal of providing education & consulting to our customers in the region.

ANM's culture of consulting & building long-term relationships enables us to invest heavily in education for our customers. ANM invests significantly more in education workshop than our competitors as we truly believe that if we educate our customers, they will be able to build better IT environments enabling us to consult on next generation technologies like security, cloud & automation. ANM has a detailed education plan built for the SLED customers in Arizona upon receipt of the 1GPA award.

ANM's Complimentary Services for Arizona Customers:

- No-cost network assessments
    - ANM provides no-cost network discovery and documentation assessments to our customers to help them get a better understanding of their network environment. ANM's local engineering team runs these assessments with the primary goal of helping customers update their current network documentation as well as educate them on the new trends such as automation and software-defined infrastructure
- No-cost security assessments
    - ANM provides no-cost security assessments to help clients better understand where they have configuration issues, security vulnerabilities, and opportunities to optimize their current environments to enable compliance.
- No-cost data center assessments
    - ANM provides no-cost data center assessments to help clients better understand how to best serve their end-users their most strategic applications. At ANM, we help clients develop data center strategies that leverage private cloud, public cloud, and hybrid cloud strategies. Whether it is consulting on an application in the private cloud, public cloud, or simply evaluating an existing infrastructure, ANM can assist with recommendations.
- No-cost collaboration assessments
    - ANM provides no-cost collaboration assessments to help clients better understand how they can build more resiliency into their communications systems, better leverage new

licensing models such as Enterprise Agreements, or drive better consumption of previous technology investments

ANM's Education Plan for Arizona Customers:

Over the last 12 months, ANM has identified several key areas where SLED customers are lacking education. We believe that the future of IT environments is secure, automated, software-defined infrastructures, and this portion of the market is evolving very rapidly. ANM's education plan focuses on helping clients design, deploy, and operate these next-generation infrastructures which all starts with education. Here are a few examples of the Education events that ANM is planning to host in the next 12 months:

- No-cost education workshops for networking, security, data center, and collaboration
  - As part of pre-sales, ANM is committed to providing no-cost consulting across networking, security, data center, and collaboration to help clients understand how they can take advantage of cutting-edge trends like software-defined infrastructure, automated infrastructure, security, and new consumption models.
- Threat Hunting Workshops
  - In this hands-on threat hunting workshop, customers will learn from ANM's security experts how to incorporate security hunting into daily workflows and execute real time lab scenarios using Cisco Advanced Malware Protection, Threat Grid, Umbrella, and threat response. Customers will need to bring their own laptops for this workshop.
- Fundamentals of network automation workshop
  - In this hands-on network automation workshop, customers will work with automation experts to understand the application of automation technologies like Ansible and Cisco DNA-Center to automate the network functions that need to scale across multiple network layers & locations. Customers will complete multiple labs in ANM's simulated network environment to get hands-on experience with these automation technologies.
- Identity Services Engine workshops
  - In this hands-on lab, clients will learn about the latest trends around deploying zero-trust architectures by leveraging Cisco's ISE platform to deploy segmentation across wired and wireless infrastructures. For existing clients, they will be able to assess the health of their current environments. For new clients, they will learn the power of deploying ISE as a next-generation segmentation platform.
- Multi-factor authentication workshop
  - In this hands-on multi-factor authentication workshop, customers will work with security experts to understand the design, architecture and implementation of multi-factor authentication technologies. ANM will demonstrate ANM's implementation of multi-factor authentication to help customers design their own environments around industry best practices.

D. Other Cooperative Contracts

Within the State of Arizona, 1GPA will serve as our primary public sector contract vehicle. We will be actively working to influence net-new clients to leverage this vehicle if awarded. Since entering the Arizona market, we've had multiple meetings with 10+ public sector clients, and we are excited to work with 1GPA as our primary contract vehicle to help the end clients procure our recommended solutions. If ANM is awarded the 1GPA contract, we will make the contract available to 1GPA members without restriction.

As it relates to states outside of Arizona, we anticipate using 1GPA as a primary vehicle in new markets as well. ANM has recently expanded into Idaho and Wyoming and is currently working with multiple SLED customers with no contract. ANM will position 1GPA as a primary vehicle in these states as well and help on-board new customers

As it relates to our two current primary markets (New Mexico and Colorado), we would use 1GPA as a secondary vehicle for some of our key partners like Cisco, but as a primary vehicle for some of our emerging partners (like Amazon Web Services, Netapp or Kaminario) assuming they are awarded under this contract.

Advanced Network Management currently holds the following cooperative contracts:

Contract Name	Contract #
State of Colorado Price Agreement	2015-0000000206/NASPO/ WSCA 20516YYY70P/AR626
OIT Enterprise Agreement – Colorado State	49904
State of Colorado Price Agreement	2016-0000-0000-0000-0113/NASPO
State of New Mexico Statewide Price Agreement	SPA 60-000-15-00022AC
New Mexico General Servies Department – IT Agreement	40-000-14-00106AF
New Mexico General Services Department - WAN/LAN	80-000-17-00012AD
NM Dept of IT Price Agreement - Telephony/Software - DoIT	70-361-17-02013AB
NM Dept of IT Price Agreement - Dell NASPO MSA	MNWNC-108, 109
NM Dept of IT Price Agreement - EMC NASPO Master Agreement	MNWNC-109
State of NM Carahsoft Contract	80-000-18-00002
Bernalillo County Services	RFP 05-16-NL
University of New Mexico	RFP #291-14
Cooperative Education Services	2015-22
Texas Allied States Coop 15 - El Paso RFP/ESC Region 19	#15-7190
TX DIR – Cisco Branded Products & Related	#DIR-TSO-4167

6. Responsiveness

A. Proposal and Acceptance Form, Page 5

OFFEROR'S PROPOSAL AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Proposal.

85-0427142 Federal Employer Identification Number	1365 N Scottsdale Rd. Ste 350 Address
Advanced Network Management, Inc Company Name	Scottsdale AZ 85257 City, State Zip
Lee Loen Printed Name	480-385-0600 Company Telephone Number
General Manager Title	Mary Calderwood Accounting / AP Contact Name
lee.loen@anm.com Primary Email (for Contract Inquiries)	accounting@anm.com Accounting / AP Email
Authorized Signature	

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor agrees to comply with the requirements of submitting Usage Reports and Purchase Orders and/or Contracts to 1GPA. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S PROPOSAL AND CONTRACT ACCEPTANCE

The Proposal is hereby accepted:

The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as 19-07PV- , Internal Connections

Awarded this _____ day of _____ 20___

This contract shall be effective this _____day of _____ 20___

1GPA

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Approved By: Paradise Valley Unified School District

Signature: _____ Date: _____

Printed Name: _____ Title: _____

1GPA 19-07PV Internal Connections (E-Rate Category 2 Eligible) Page 5 of 50

B. Non-Collusion Affidavit, Page 39

NON-COLLUSION AFFIDAVIT

State of Arizona County of Maricopa

Lee Loss
Name

General Manager
Title

Advanced Network Management, Inc.
Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal, and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting an Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Bidder.

Signed: _____

Title: General Manager

Subscribed and sworn to before me

This 3rd day of May, 20 19

_____
Signature of Notary Public in and for the

State of Arizona

County of Maricopa

My Commission Expires on 2/19/2021

Luz Villa
Notary Public
Maricopa County, Arizona
My Commission Expires
February 19, 2021

C. Edgar Certifications, Pages 40-44

EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when a 1GPA Member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between 1GPA, Member and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when 1GPA Member expends federal funds, 1GPA reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when 1GPA Member expends federal funds, 1GPA or its Member reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. 1GPA also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if 1GPA believes, in its sole discretion that it is in the best interest of 1GPA to do so. Vendor will be compensated for work performed and accepted and goods accepted by 1GPA as of the termination date if the contract is terminated for convenience of 1GPA. Any award under this procurement process is not exclusive and 1GPA reserves the right to purchase goods and services from other vendors when it is in 1GPA's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C). Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when 1GPA Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D). Davis-Bacon Act

When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of $2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the

EDGAR CERTIFICATIONS

United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The 1GPA Member must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when 1GPA Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES ____ Initials of Authorized Representative of Vendor

(E). Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when 1GPA Members expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by 1GPA resulting from this procurement process.

Does Vendor agree? YES ____ Initials of Authorized Representative of Vendor

(F). Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES ____ Initials of Authorized Representative of Vendor

(G) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES ____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the

EDGAR CERTIFICATIONS

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES VH Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by 1GPA resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES VH Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials

When federal funds are expended, Member and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the Member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES VH Initials of Authorized Representative of Vendor

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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by 1GPA Member for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES ____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When 1GPA Member expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES ____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of 1GPA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES ____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

1GPA has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES ____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES ____ Initials of Authorized Representative of Vendor

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CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES ___ Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: Advanced Network Management, Inc

Address, City, State, and Zip Code: 1365 N Scottsdale Rd. Ste 350, Scottsdale, AZ 85257

Phone Number: 480-385-0600 Fax Number: 505-888-9452

Printed Name and Title of Authorized Representative: Lee Loen

Email Address: lee.loen@anm.com

Signature of Authorized Representative: ___

Date: May 7, 2019

D. Debarment Certification, Page 45

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Advanced Network Management, Inc
Company Name

Signature of Authorized Company Official

Lee Loen
Printed Name

May 7, 2019
Date

E. Texas Government Code (if applicable), Page 46

ANTITRUST CERTIFICATION STATEMENT

Texas Government Code
§2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.
2. In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15.
3. In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the company has directly or indirectly communicated any of the contents of this bid to a competitor of the company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the company listed.

Vendor Name Advanced Network Management, Inc
(Please Type or Print)

Address 1365 N Scottsdale Rd. Ste 350
Scottsdale, AZ 85257

Phone 480-385-0600 Fax 505-888-9452

Email lee.loen@anm.com Website https://anm.com

Name of Person Submitting Bid Lee Loen

Signature _____ Date May 7, 2019

Position with Company General Manager

F. HUB/ MWBE Certification, Page 47

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

Bidding companies that have been certified as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies)	☐ Yes	☑ No
Vendor certifies that this firm is a HUB (Required by some participating agencies)	☐ Yes	☑ No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your bid response in the Response Attachments section.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: Advanced Network Management, Inc

Address, City, State, and Zip Code: 1365 N Scottsdale Rd. Ste 350 Scottsdale, AZ 85257

Phone Number: 480-385-0600 Fax Number: 505-888-9452

Printed Name and Title of Authorized Representative: Lee Loen

Email Address: lee.loen@anm.com

Signature of Authorized Representative: _____ Date: May 7, 2019

G. Certificate of Insurance form similar to the sample, Page 48

ADVANET-04 MKOCHENSPARGER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776	CONTACT NAME:	
HUB International Insurance Services (NMX) 7770 Jefferson Street NE, Suite 101 Albuquerque, NM 87109	PHONE (A/C, No, Ext): (505) 828-4000	FAX (A/C, No): (866) 487-3972
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of America	25666
INSURER B : Charter Oak Fire Insurance Company	25615
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Travelers Casualty Insurance Company of Americ	19046
INSURER E :	
INSURER F :	

INSURED
Advanced Network Management, Inc.
P.O Box 94840
Albuquerque, NM 87199

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	X		630-2N875650	3/1/2019	3/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		BA-2N875373	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-2N902804	3/1/2019	3/1/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-2N878928	3/1/2019	3/1/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Tech E&O/Cyber Liab.			ZPL-71N10224	3/1/2019	3/1/2020	Per Occurence	2,000,000
C	Tech E&O/Cyber Liab.			ZPL-71N10224	3/1/2019	3/1/2020	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

1GPA
1910 W Washington Street
Phoenix, AZ 85009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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H. IRS W-9 Form, Page 49

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Advanced Network Management, Inc.

2 Business name/disregarded entity name, if different from above

Print or type. See Specific Instructions on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4601 Columbine Ave NE

Requester's name and address (optional)

6 City, state, and ZIP code
Albuquerque, NM 87113

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 5 – 0 4 2 7 1 4 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► [signature] **Date** ► 1/16/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X — Form **W-9** (Rev. 11-2017)

I. Bonfire Electronic Submission

ANM will submit the response electronically in the Bonfire system.

J. Addendum acknowledgement

No addendums or clarifications were issued for this RFP.

7. Miscellaneous

A. ANM Managed Services

A.1 Overview

1.1 A.1.1 ANM Managed Services Overview & Service Catalog:

ANM's Managed Services team provides world class support to our customers. Our NOC has 30+ full-time employees supporting ~50 clients with nearly all of our business focused on supporting Cisco Network and Unified Communications environments. The NOC is fully staffed 24x7x365 for all of our customers and the NOC engineers are Cisco certified; many possessing high certification levels in the Professional (e.g. CCNP) or Expert level (e.g. CCIE).

Our highly skilled team along with a strong focus on quality delivery and good customer relationships yields high scores on customer satisfaction surveys – presently 95.29%. Nearly all customers experience true value in ANM's Managed Services and 95%+ renew their contracts year over year.

ANM's Managed Service provides complete and proactive management for the Covered Equipment and Systems (CES) using ITIL based best practices. Utilizing best in class set of tools, processes and procedures ANM provides world class Information Technology support. Under this offering day to day (Tier 1) operations of the CES are taken care of by the Client staff, with escalations as needed to the ANM Client Service Center.

1.2 Remote Monitoring

ANM maintains a robust set of Remote Monitoring and Management tools. This toolset utilizes a Microsoft Windows based probe installed at the customer location which has access to all the managed systems. The probe collects information about the managed systems and sends that information back to the Client Service Center via a secure communications link. The tools then use the Event Management process to properly categorize and prioritize the events. The probe also serves as a remote access jump point to allow ANM Engineers to access the Client's CES.

1.3 Service Desk

The Service Desk is the central point-of-contact to ANM Managed Services for daily support activity. It is also a main point for reporting incidents and for clients making service requests. ANM's CSC team is available 24 hours a day, 7 days a week for Priority 1 or Priority 2 incidents. The client may communicate incidents to the CSC via the following methods (in addition to auto-generated incidents):

- Opening a ticket on the Client Portal
- Telephone (P1 Incidents must be opened via telephone into CSC)
- Email

Client-personnel contacting the ANM CSC must be authorized to do so as defined in the turn up process. The CSC does not respond to support requests from non-authorized personnel and does not engage with client through indirect methods for incident notification. Client

personnel authorized to contact the CSC must be qualified to interact on a technical basis at a level required to support efforts by the Managed Service.

ANM staffs the CSC with three tiers of technical and engineering support.

1.3.1 Engineering Levels

1.3.2 Level 1

Level 1 engineering is responsible for effective client service using workflow tools and technology provided.

- Follows specific client process as defined by Engineering Management.
- Uses Incident-Tracking System to manage incident queue for resolution or follow up, interfaces with Level 2 engineering for advanced engineering support, and maintains client communication during escalations.
- Provides initial support for basic client issues.

1.3.3 Level 2

Level 2 engineering is responsible for effective client service using advanced engineering skill.

- Uses defined ITIL process for effective Incident, Problem and Change Management as defined by Engineering Management.
- Suggests improvements for client stabilization and potential upgrades.
- Interfaces with vendor support engineering or Professional Services Engineering to provide timely resolution.

1.3.4 Level 3

This is the highest level of support in a three-tiered technical support model responsible for handling the most difficult or advanced incidents and overseeing problem management for clients.

1.4 Event Management

ANM Managed Services performs the following during Event Management, identified through environment monitoring:

- Performs event identification, logging and management.
- Reviews each alert to assess if it is an actual alert or system anomaly.
- Clears systems anomalies and closes incidents.
- For true alerts or incidents, groups related events into a single incident to reduce noise.
- Prioritizes Incidents based on impact and urgency.

1.5 Incident Management

Events that require further actions or reported by direct client notification via email, phone or portal are categorized as an Incident. ANM's Incident Management:

- Notifies client of Incident, according to the notification matrix, and within the notification service level.
- Restores service:
    - Takes complete ownership of service restoration or remotely assists onsite personnel, as needed, to facilitate service restoration.
    - Remotely facilitates hardware replacement and software updates determined to be required by ANM.
    - If required, remotely applies patches to remediate an Incident or problem identified by ANM.
    - Interacts with third-party support providers (e.g., Cisco TAC).

1.5.1 Incident Prioritization Classification and Prioritization

Incidents require proper classification and prioritization. Classification and prioritization descriptions follow:

- Classification - Determined by choosing the correct service type, sub-type, and item as it pertains to the incident.
- Prioritization - Adjusting impact and urgency calculates the appropriate priority.

1.5.2 Determining Classification and Prioritization

The correct classification, urgency and impact is selected based on the information placed in the Incident during creation. Priority is based on the combined Impact and Urgency assignments reflecting the level of adverse impact to client systems.

1.5.3 Impact Definition

Impact refers to the business impact of the system impacted. The initial impact is predefined from the alerting tool based on the type of alarm received or client request.

There are three categories of impact:

1. High: Incident affecting an entire site or multiple sites.
2. Medium: Incident affecting multiple users.
3. Low: Incident affecting one or few users.

1.5.4 Urgency Definition

Urgency is the extent to which the Incident's resolution can bear delay. The initial urgency is predefined from the alerting tool based on the type of alarm received or client request.

ANM Incident and Problem urgency and corresponding priority levels are defined as follows:

1. **High**: Full service outage of a critical system or VIP is affected. Urgent response.
2. **Medium**: Client's ability to function is partially impacted. Respond as soon as possible.
3. **Low**: No impact on client's ability to function. Response is not critical.

The case may be left open for a prescribed period while operational stability is being assessed.

The Incident Ticket is closed by ANM or client upon validation of issue remediation and the systems return to operational stability.

Complete detail for open and closed tickets resides on the client Portal and is used to support Incident Management and Problem Management processes.

1.5.5 Priorities for Incidents

ANM applies the following priorities for incidents, generally indicating the condition shown (the actual condition is determined by a number of factors as defined in the thresholds).

	Impact			
Urgency		High	Medium	Low
	High	P1	P2	P3
	Medium	P2	P3	P4
	Low	P3	P4	P4

1.5.6 Incident Escalation

Incidents are escalated according to a defined process. At any point in the Incident Management process, the Client may request escalation via the ANM Client Services Manager to address concerns about the handling of the Incident. If service restoration requires activities by a third-party provider, ANM initiates and manages the process.

For a High Severity (P1 or P2), Clients are asked to call ANM Managed Services and ask that a Critical or High Service Request be opened. The CSC initiates a live handoff to an Engineer. If further escalation of an existing ticket is required, the Client speaks to the Client Services Manager.

Upon resolution, the Client is notified the Incident is resolved and provided with the opportunity to verify services have been restored satisfactorily. Following Incident resolution and client notification, the Incident is closed by ANM. Reports regarding incident management are available on the Client Portal.

1.5.7 Client Portal

ANM Managed Services includes a Web-based Management Portal. The Client Portal is remotely accessible by Clients and provides access to key information and services with respect to their Managed Services. The capability includes:

- Facilitating communication with the CSC.
- Viewing progress of service activities and the level of service being delivered.
- Viewing, creating, and updating Incident Tickets and Change Requests.
- Viewing status of managed and monitored CES under contract.
- Generating reports for managed and monitored-only CES under contract.

Instructions to access and navigate the portal are provided during service kickoff meeting.

1.5.8 Service Level Objectives

Service Level Objectives (SLOs) are specifically aligned to Incident priorities and response times for service requests. ANM categorizes each issue by Priority reflecting the level of adverse impact to Client systems. Priority provides a reasonable and accurate reflection of the number, complexity and business impact of systems affected. Clients have the ability to set or change the priority level of an Incident at any time based on the impact to their specific business.

Priority 1 and Priority 2 Events and Incidents are managed on a 24x7x365 clock. Priority 3 and Priority 4 Events and Incidents are managed on a 9x5xBusiness Day clock.

The following priority levels are assigned:

Severity Level	Description
P1 Critical (24x7)	Systems at one or many client sites are completely unavailable. Affected systems cause significant business impact.
P2 High (24x7)	Systems at one or many client sites are partially unavailable. Affected systems cause some business impact.
P3 Medium (9x5)	Operational performance of client sites is impaired while most business operations remain functional.
P4 Low (9x5)	Client is requesting information or a logical change that is covered under their service agreement.

Acknowledge Time is the amount of time elapsed between Client initiations of an issue, or the time ANM Managed Services detects a fault, and the time ANM Managed Services creates an Incident Report and alerts Client an Incident has been created.

Response Time is the amount of time elapsed between Client initiations of an issue, or the time ANM Managed Services proactively detects a fault, and the time an assigned ANM Managed Services Engineer connects to the system, or otherwise contacts client, and begins remote diagnosis and troubleshooting.

Resolution Time is the amount of time elapsed between Client initiations of an issue, or the time ANM Managed Services proactively detects a fault, and the time the issue is resolved.

Business Days are Monday through Friday 8am to 5pm. ANM also maintains 9 annual holidays that are not considered Business Days.

Service Level Parameter	Agreement	Service Level
P1 Acknowledge Time	15 minutes	95%
P1 Response Time	1 Hour	95%
P1 Resolution Time	4 Hours	95%
P2 Acknowledge Time	1 Hour	95%
P2 Response Time	1 Hour	95%
P2 Resolution Time	8 Hours	95%
P3 Acknowledge Time	24 Hours (1 Day)	95%
P3 Response Time	24 Hours (1 Day)	95%
P3 Resolution Time	72 Hours (3 Days)	95%
P4 Acknowledge Time	48 Hours (2 Days)	95%
P4 Response Time	48 Hours (2 Days)	95%
P4 Resolution Time	120 Hours (5 Days)	95%

1.5.9 Escalation Process

The ANM escalation process is provided during the service kick-off meeting.

1.6 Change Management

ANM works alongside the client change process, client change process is documented during the client service kick-off meeting.

1.7 Patch Management

Patch application to remediate incidents and reduce known vulnerabilities is at the discretion of ANM. Patches are evaluated to ensure the current environment stability is maintained. Vulnerabilities are defined as a defect reported by a manufacturer that has a potential to affect the overall security of the device, and typically resolved with software workaround or a patch issued by the manufacturer. Client-requested patches for obtaining additional features or functions are out of scope and must be handled as a separate agreement. (NOT PROACTIVE AT THIS POINT)

As part of the Patch process, ANM:

- Reviews manufacturer field notices to determine impact and urgency to the Client system and existing software levels.
- Remotely applies updates to affected CIs.

- Uses client Change Management Process as applicable

If the Patch application requires an upgrade in revision level or impacts dependent technologies, the effort is evaluated and may be subject to a separate agreement. Covered equipment with software where the software maintenance has reached end of support is not covered by the Patch Management element.

1.8 Problem Management

Problem Management works together with Incident Management and Change Management to ensure that IT service availability and quality are increased. Problem Management includes the activities required to diagnose the root cause of incidents identified through the Incident Management process, and to determine the resolution to those problems. It is also responsible for ensuring that the resolution is implemented through the appropriate control procedures.

1.8.1 Problem Detection

The CSC detects problems via:

- Suspicion or detection of a cause of one or more incidents by the Service Desk, resulting in a Problem Record being raised – CSC may have resolved the incident but has not determined a definitive cause and suspects that it is likely to recur.
- Analysis of an incident by a technical support group, which reveals that an underlying problem exists, or is likely to exist.
- Automated detection of an infrastructure or application fault, using event/alert tools automatically to raise an incident, which may reveal the need for a Problem Record.
- A notification from a supplier or contractor that a problem exists that has to be resolved.
- Analysis of incidents as part of proactive Problem Management: watch-bulletins, releases, relevant papers

1.9 Quarterly Business Review

ANM is in partnership with Managed Service Clients and to that end regular in depth communication between ANM and our Clients is key to success of our Managed Service Agreement. ANM and Clients key stakeholders and management for CES will meet on a quarterly basis to accomplish the following:

Review past quarter performance

- SLA Adherence
- Event / Incident / Problem Review
- Change Management Review
- System Performance Review
- Systems Planning

- State of the Systems
- Current Challenges
- Vendor Support Contract Review (ie: Smartnet)
- Client business initiatives
- Planning for Lifecycle Management (6 Month / 1 Year / 2 Year / 5 year)

1.10 Pre-Managed Service Assessment

A Pre-Managed Service Assessment provides a process for clients who need assistance with understanding the whole of their IT systems before a Managed Service agreement can be implemented. ANM will us this assessment to identify system details as well as Smartnet and End of Live (EoL) status (for Cisco devices). The output of this process provides a detailed inventory of components, detailed diagrams of environment and RISC report that is delivered to the client.

1.11 Service Activation (onboarding)

ANM charges a one-time fee to activate managed services and is based on the services selected. For CSC only services ANM will work with the client to obtain documentation needed for proper service delivery (device details, device access, network access, etc.), obtain list of authorized client users, obtain client change control process and create additional documentation as needed. Monitoring services require additional information such as client escalation procedures and device contacts, additional device specific configuration may be required.

1.11.1 Onboarding Procedure

The following on-boarding tasks are performed at contract inception and typically take 30 days to complete depending on the size of the managed environment.

1.11.1.1 Customer Tasks

- Provide emergency contact escalation procedure.
- Provide unique (ANM Use only) full administrative (root/enable) credentials for managed equipment
- Provide space/resources for deployment of ANM management systems
- If required, provide SMTP relay capabilities for e-mail only notifications
- Permit needed network communications for ANM management systems to communicate back to the ANM NOC.
- Permit needed network communications between ANM management systems and the managed client systems
- Provide Change Management Procedures

- Provide mutually agreed upon remote access from the ANM NOC to the managed environment

1.11.1.2 ANM Tasks

- Configure ANM ticketing, tools and systems to support client
- Deploy ANM management systems at client location
- Build ANM documentation
- Define and document maintenance procedures.
- Configure monitoring
    - Configure Urgency/Impact threshold on all sensors
- Integrate client Change Management Procedures into ANM's client specific procedures.

1.11.1.3 Assumptions

- Lack of completion of any Customer Tasks can seriously impact ANM's ability to deliver the service and/or delay onboarding.

1.11.1.4 Typical Timeline

The following is a typical timeline of tasks that occur during onboarding. Actual timeline for Freeport Minerals will be developed on award of RFP.

Week 1	Onboarding Kick-Off Meeting Customer Tasks completed.
Week 2	ANM Management tools deployed Begin ANM Documentation
Week 3	Configure Monitoring Complete ANM Documentation
Week 4	Test and Validate Deployment Onboarding Closure / Go-Live

1.12 MACD (Move, Add, Change, Delete)

ANM reviews the contract for each request and determines if it falls outside of the scope of this agreement. For changes not covered by this agreement, ANM provides a separate contract from Professional Services. Major device upgrades are defined as an upgrade between major releases (eg: ASA 7.x to 8.x, CUCM 10.x to 11.x) and are not covered by this agreement.

MACD support is only provided to equipment specified in the CES. A single MACD is defined as one change per device; multiple changes to a single device are considered multiple MACDs regardless if it is made on the same service request.

1.13 Service Desk Integration

This option is for customers who would like to integrate their existing helpdesk software with ANM's helpdesk software for ticket submission, update and status automation. ANM utilizes ServiceNow and can flexibly integrate with various ITSM toolsets.

A.2 ANM Managed Services Pricing

ANM has two methodologies to provide pricing for Managed Services (MS):

- **Option 1: MS Pricing based on device type & count**
- **Option 2: Network & Wireless MS pricing for Schools based on student count**

The above pricing methodologies are explained below, and the pricing provided Is Not to Exceed (NTE) pricing. ANM engineering team typically works with the customers to understand their network, wireless or voice environments. Based on the complexity of the deployment and current state of Implementation, the engineering team can further discount the provided rates.

Option #1: MS Pricing based on device type & count

ANM's traditional managed services pricing methodology leverages a device count based approach to estimate the complexity to monitor & support the environment. The pricing table below provides monthly re-occurring pricing for ANM managed services.

These services are relevant to this RFP as they are designed to provide operation and optimization support of IT solutions (Network, Voice & Data Center). A model ANM Managed Services Contract is also provided. The terms of this contract are negotiable and should 1GPA choose to include ANM managed services on our contract, we can negotiate the final terms.

ANM Managed Services Pricing	Monthly Cost Not to Exceed (Per Device)
Collaboration	
Voice Gateways (PRI/T1/SRST/SIP)	$62.50
Analog Voice Gateways (24 Port or above)	$25.00
IP Phone	$7.00
Telepresence Endpoints	$12.50
Voicemail Box	$1.50
Jabber Client	$1.50

Stand-alone VG2XX, ATA (2 or 4 Port)	$5.00
Contact Center Express Agents	$31.25
Network Infrastructure	
Firewall	$250.00
Remote Location Firewall for Site to Site VPN	$150.00
Core Switches / Routers (Layer 3)	$187.50
Access Switches (Layer 2)	$31.25
Wireless LAN Controllers	$81.25
Wireless Access Points (Meraki or Controller managed Cisco)	$6.25
Autonomous Wireless Access Points (including Flex Connect)	$25.00
F5 BIG-IP Load Balancers	$187.50
GTM	$187.50
LTM	$187.50
Video Surveillance	
Surveillance Servers / Appliances (Physical Servers)	$125.00
Surveillance Server Applications (VSOM)	$187.50
Surveillance Server Applications (VSM, Maps, etc)	$93.75
IP Cameras	$10.00
Analog Encoders	$25.00
Server / Data Center Infrastructure	
vCenter (Per instance) Virtual Servers – Host	$312.50 $93.75
Virtual Servers - Guest	$187.50
Physical Windows Server	$187.50
Physical Windows Server	$250.00
Storage/Hyperflex (per Host)	$187.50
Fiber Channel Switch / MDS	$125.00
Data Center ACI 2 Spines and 3 APIC Controllers	$250.00
Data Center ACI Leaf	$50.00

Option #2: Network & Wireless MS pricing for Schools based on student count

ANM works very closely with several school districts and has a very strong understanding of the E-Rate program. Since E-Rate funds are provided based on the number of students in each school, ANM has developed a Not to Exceed Managed Services (MS) Pricing based on the student count. The per student pricing methodology is only valid for Internal connections managed services pricing, specifically, network & wireless. ANM support both Cisco & Meraki deployments in schools and has a different pricing model for each type. Here are our pricing categories:

- **Meraki Network & Meraki Wireless Deployment:** ANM provides a fixed managed services fee of **$16 / student / year** to provide monitoring, support and management of an all Meraki deployment in the schools.
- **Cisco Network & Cisco Wireless Deployment:** ANM provides a fixed managed services fee of **$22 / student / year** to provide monitoring, support and management of an all Cisco deployment in the schools
- **Cisco Network & Meraki Wireless Deployment:** ANM provides a fixed managed services fee of **$18 / student / year** to provide monitoring, support and management of a mixed deployment with Meraki Wireless on Cisco network.

Student Based Pricing Assumptions & Requirements:

- This pricing model requires a minimum 3-year contract
- The contracts to leverage this pricing model must be district-wide. ANM doesn't price out Individual schools under this pricing model.
- The managed services & support provided under this pricing model Is 100% remote support. Onsite support will be charged as a T&M based on the contract published rates.

A.3 ANM Managed Services Sample Contract

ADVANCED NETWORK MANAGEMENT INC.

MANAGED SERVICES PROFESSIONAL AGREEMENT

<NOC / SOC Contract>

<Client Name>

May 7, 2019

Prepared by
<name>

Account Management Team

Name	Company/Function	Phone	Email
<AM Name>	ANM Account Executive	<AM Phone>	<AM email>
<SE Name>	ANM Solutions Engineer	<SE Phone>	<SE email>

About ANM

Ranked among the top 10 fastest growing IT Service Providers in North America, ANM has earned its reputation as a recognized leader. Don't take our word for it. ANM carries the highest levels of engineering certifications and recognitions from industry-leading manufacturers, including Cisco, VMware and Microsoft.

Here's how ANM is able to consistently exceed customer expectations.

Service Excellence – our 94% Customer Retention Rate attests to ANM's commitment to service excellence.

Growth-Focused History – founded in Albuquerque, NM in 1994, ANM has grown to be a top-tier solution provider in every market it supports including Colorado, New Mexico, Arizona, and Texas.

Results-Driven Team – ANM continues to build a staff of experts with ever increasing breadth and depth in technology solutions. ANM's engineering team works closely with our customers to design and install innovative requirement-driven solutions and provides day-to-day support to ensure the investment is sustained.

Notices:
© 2019 ANM All Rights Reserved. This document and its contents are the confidential and proprietary intellectual property of Advanced Network Management (ANM) and may not be duplicated, redistributed or displayed to any third party without the express written consent of ANM.
Other product and company names mentioned herein may be the trademarks of their respective owners.

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CONTRACT TERMS AND CONDITIONS

Overview

This agreement defines the Managed Services provided by Advanced Network Management ('ANM') to <customer> ('<abbreviation>' aka 'Customer' aka 'Client).

Term of Service

This agreement is effective ___<DATE>_____ and is effective for a period of (12) months referred to as "Initial Term". This agreement will automatically renew annually on the effective date unless terminated in writing at least 60 days prior to the renewal date.

All of the auto-renewal terms of this contract will be referred to as "Renewal Term". If there are changes in the environment and/or there is additional equipment implemented, Addendum B will be updated to reflect the new hardware and the new pricing. During the term of the contract, ANM & Client have the option to true up the equipment quantities on Addendum B every three (3) months from the effective date to ensure contract accuracy. The client will be notified of any changes in contract cost if the true-up is performed and the new cost will be applicable at the billing cycle following the notification date.

In case of an early termination of this agreement by the Client during the initial term, the price of the remainder of the Initial term will be immediately due and owing to ANM. Early termination of this agreement by the client during the Renewal term will result in a cancellation fee in the amount equal to four (4) months of service.

Either party may terminate this Agreement if the other party fails to cure any material breach of this Agreement within thirty (30) days after receiving written notice of the occurrence of such breach (or immediately in the case of a breach of the terms). Client's failure to pay all fees payable to ANM here under as and when required under this Agreement shall constitute a material breach of this Agreement notwithstanding anything to the contrary in this Agreement.

Should ANM terminate this Agreement for Client's failure to cure any material breach of this Agreement, the Fees for the remainder of the then current term (Initial Term or Renewal Term as applicable) will accelerate and become immediately due and owing to ANM.

Notice

Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

Client	Advanced Network Management, Inc
<Client Legal Name and Address>	Advanced Network Management, Inc 4601 Columbine Avenue NE Albuquerque, NM 87113

Invoicing

This service agreement is billed monthly, in advance, on the first day of each contracted month. Payment terms for all invoices are NET 30 from invoice date. Balances unpaid after the due date are subject to a 1.5% per month finance charge (18% annually). Gross Receipts and/or Sales Tax will be added to all fees and charges. Client agrees to pay all applicable gross receipts or sales taxes.

WARRANTY

ANM DOES NOT WARRANTY ANY OF THE HARDWARE OR SOFTWARE PROVIDED TO CLIENT. CLIENT AGREES SPECIFICALLY TO RELY ONLY UPON THE MANUFACTURER'S WARRANTY AS TO THE HARDWARE AND SOFTWARE INSTALLED. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF ANY CLAIMED DEFECT IN MATERIALS OR WORKMANSHIP PROVIDED BY ANM, OTHER THAN HARDWARE AND SOFTWARE EXCLUDED ABOVE, CLIENT SHALL PROVIDE ANM WITH NOTICE OF THE ALLEGED DEFECT NOT LATER THAN TEN DAYS FROM THE DATE OF DISCOVERY OF THE ALLEGED DEFECT. CLIENT SHALL PROVIDE ANM A REASONABLE OPPORTUNITY TO CURE ANY ALLEGED DEFECT BY REPAIR OR REPLACEMENT. IN NO EVENT SHALL ANM BE LIABLE FOR ANY CLAIMS ARISING FROM OR ASSOCIATED WITH THIS CONTRACT IN AN AMOUNT IN EXCESS OF THE CONTRACT PRICE. ANM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING LOSS OF BUSINESS. ANY CLAIMS ARISING FROM OR ASSOCIATED WITH THIS CONTRACT SHALL BE BARRED IF THEY ARE NOT ASSERTED WITHIN ONE YEAR OF THE END OF THE TERM IN, WHICH THE CLAIM ARISES.

Non-Solicitation of Employees

Neither ANM nor Client will directly solicit for employment any employee of the other party during the term of this Agreement and for a period of twelve (12) months thereafter. It is understood that this employee non-solicitation provision shall not prohibit: (i) solicitation of any person who contacts a soliciting party on his or her own without any solicitation by or encouragement from the soliciting party; (ii) generalized solicitations by advertising and the like which are not directed to specific employees of the protected party; (iii) solicitations of persons whose employment was terminated by the protected party; or (iv) solicitations of persons who have terminated their employment with the protected party without any prior solicitation by the soliciting party.

WAIVER

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SEVERABILITY

If any provision of this agreement shall be held invalid or unenforceable for any reason by a court of competent jurisdiction; the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable but that by limiting such provision will it become valid and enforceable then such provision shall be deemed to be written, construed and enforced as so limited. Interpretation of this agreement shall be governed by the laws of the State of New Mexico.

DISPUTE RESOLUTION

Each party agrees that they have a common interest in preventing and resolving misunderstandings and differences of interpretation that may arise out of or related to this Agreement. In the event of any controversy or claim arising out of this agreement, such controversy or claim shall be settled in Albuquerque, New Mexico, in accordance with the commercial rules of the American Arbitration Association then in effect, and judgment of the award may be entered in any court having jurisdiction thereof.

CONSULTATION

You are encouraged to ask questions or to consult with counsel of your choosing before you sign this contract. Your signature below indicates your understanding and acceptance of the

terms and conditions of this agreement. If the terms of the contract are acceptable, please initial each page and sign where indicated below. Return the original to the ANM office. Retain the copy for your file.

Pricing

ANM will invoice Client as indicated:

Monthly Recurring Charge:	$XX,XXX

Signatures

By signing below, Client indicates full agreement with the terms set out in this agreement.

Authorized Customer Signature:	
Printed Name:	Date:
Authorized ANM Signature:	
Printed Name:	Date:

ADDENDUM A – Onboarding

The following on-boarding tasks are performed at contract inception and typically take 30 days to complete depending on the size of the managed environment.

Customer Tasks

- Provide emergency contact escalation procedure.
- Provide unique (ANM Use only) full administrative (root/enable) credentials for managed equipment
- Provide space/resources for deployment of ANM management systems
- If required, provide SMTP relay capabilities for e-mail only notifications
- Permit needed network communications for ANM management systems to communicate back to the ANM NOC.

- Permit needed network communications between ANM management systems and the managed client systems
- Provide Change Management Procedures
- Provide mutually agreed upon remote access from the ANM NOC to the managed environment

ANM Tasks

- Configure ANM ticketing, tools and systems to support client
- Deploy ANM management systems at client location
- Build ANM documentation
- Define and document maintenance procedures.
- Configure monitoring
    - Configure Urgency/Impact threshold on all sensors
- Integrate client Change Management Procedures into ANM's client specific procedures.

Assumptions

- Lack of completion of any Customer Tasks can seriously impact ANM's ability to deliver the service and/or delay onboarding.

Typical Timeline

The following is a typical timeline of tasks that occur during onboarding:

Week 1	Onboarding Kick-Off Meeting Customer Tasks completed.
Week 2	ANM Management tools deployed Begin ANM Documentation
Week 3	Configure Monitoring Complete ANM Documentation

Week 4	Test and Validate Deployment Onboarding Closure / Go-Live

ADDENDUM B – Managed Services Provided

This section defines the Managed Service being provided by ANM to Client.

Client Devices Covered

<insert table of devices covered>

Service Catalog

<insert verbiage that describes the service offering>

Service Level Agreement (SLAs)

<insert table and language that describes the SLA being provided>

Service Delivery Manager (SDM)

Contract Initiation Tasks

- Send Welcome email to customer (MS Introduction / Acknowledgement of contract and coordinate External Kick-off meeting
- Conduct Kick-off meeting with MS team leads and Client
- Begin Onboarding Process
  - Track progress throughout onboarding with MS team & communicate with customer

Service Role – Throughout the Contract

- Manage True-ups (as requested/needed)
- Review findings of True-up and action items
- Weekly / Bi-Weekly / Monthly Touchpoints (as requested)
  - Ticket review, escalations, questions, concerns & overall MS interaction

- Escalation point as needed
- Monitor renewal dates – Notify account manager 90 days prior to end date

Quarterly Business Updates

- Performed quarterly from contract start date
- In-person or Webex meeting
- Review P1/P2 tickets
- Review contract specific managed devices
  - Reports on health of environment / monitoring events
- Discuss any issues with contract performance by ANM and/or Client
- Provide recommendations for enhancement or improvement

ADDENDUM C – Work Considered 'Out of Scope'

The intent of this Managed Service Agreement is to perform all day-to-day operations to support and provide proper operations of the covered systems. It is not intended to be utilized for architectural or other major changes to the systems involved. From time to time, the Client may require services that are not covered under this Managed Services agreement. The following are some examples of the types of services that are not covered. This list is not intended to be all inclusive but instead to clarify the types of services that are not covered. These services shall be separately scoped and delivered to the Client under a separate engagement.

1. Hardware replacement – upgrades of any equipment as part of lifecycle management are not included.
2. Major software version upgrades – upgrades of major system version such as:
   a. Windows Server 2012 to Windows Server 2016
   b. Cisco IOS 12 to Cisco IOS 15
   c. CUCM 11 to CUCM 12
3. New Location turn up, turn down

4. Script and report customization – Enhancement to the existing scripts, creation of new scripts, customization of existing reports, or creation of new reports.
5. Custom software development such as enhancement to the existing custom applications or creation of new custom applications shall not be included.
6. Server Migrations – Migrations as part of lifecycle management are not included.
7. New Feature Implimentations



Statement of Work

RFP 19-07PV

Paradise Valley Unified School District

May 7, 2019

Prepared by
Vance Krier

Account Management Team

Name	Company/Function	Phone	Email
Joel Taylor	ANM Account Executive	602-312-5308	joel.taylor@anm.com
Ken Reeves	ANM Solutions Engineer	480-655-5500	ken.reeves@anm.com

About ANM

Ranked among the top 10 fastest growing IT Service Providers in North America, ANM has earned its reputation as a recognized leader. Don't take our word for it. ANM carries the highest levels of engineering certifications and recognitions from industry-leading manufacturers, including Cisco, VMware and Microsoft.

Here's how ANM is able to consistently exceed customer expectations.

- **Service Excellence** – our 94% Customer Retention Rate attests to ANM's commitment to service excellence.
- **Growth-Focused History** – founded in Albuquerque, NM in 1994, ANM has grown to be a top-tier solution provider in every market it supports including Colorado, New Mexico, Arizona, and Texas.
- **Results-Driven Team** – ANM continues to build a staff of experts with ever increasing breadth and depth in technology solutions. ANM's engineering team works closely with our customers to design and install innovative requirement-driven solutions and provides day-to-day support to ensure the investment is sustained.

Omissions

ANM reserves the right to correct any error or omission in this Statement of Work and will do so by utilizing a Change Request process. The initial project kick-off meeting and design workshop(s) might uncover unforeseen items that impact this Statement of Work and will be addressed (if necessary) by the Change Request process.

Notices:
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Project Overview

Solution Overview

The goal of this Statement of Work is to define tasks, deliverables, timeline, responsibilities, and additional terms to deliver RFP 19-07PV for Paradise Valley Unified School District (aka 'Customer') provided by ANM.

We chose to combine Cisco's industry proven Catalyst switch and Integrated Services Router (ISR) product lines to meet PVUSD's design requirements.

On the internet edge, we positioned the ISR4431 with the performance boost license to meet the 1gbps throughput requirement. This platform has the ability to support dual power-supplies for added redundancy if desired and can also run Cisco's SD-WAN software. We would want to educate the client on SD-WAN to determine if there is a business value to be had.

In the core of the network will be the Catalyst 9410R chassis switch. The catalyst 9000 series switches are Cisco's next-generation of switches, and the core of Cisco's Software-Defined Access (SD-Access) solution. While the SD-Access architecture isn't proposed here, the client could leverage it in the future with this platform. This chassis will have two management supervisor line cards, operating in full redundancy, two 48-port 10/100/1000 line cards, and one 10GB SFP+ line card. We chose (2) 48-port 10/100/1000 line cards to fulfil the 96 port requirement, as Cisco doesn't make 24-port 10/100/1000 line cards. This chassis will have 5 additional blank slots for future growth.

For the access layer we chose the Catalyst 9300 line of switches, the Catalyst 9800 Wireless LAN Controller (WLC), and the 3802 series of APs. As with the Catalyst 9410, the Catalyst 9300 switches and the Catalyst 9800 WLC are a part of the SD-Access architecture. This gives PVUSD all the functionality needed today with a roadmap for the future.

All devices have 3-year advanced licensing and perpetual base licensing.

Project Success Criteria

ANM and Client agree that the following objectives are key to success of this initiative.

- All PVUSD sites have full connectivity between all other sites
- All PVUSD sites have connectivity to the internet

Project Tasks

Phase 1 – Project Kickoff

The project kickoff meeting will include key stakeholders and project team members to initiate the project and to define the project timelines and flow.

The kickoff agenda includes:

- Team Introductions.
- Review of solution and scope of work.

- Project Timelines.
- High-level Technical Review.
- Open Forum / Q&A.

Phase 2 - Plan and Design

The ANM and customer project teams will hold a design workshop to validate technical and other project requirements and details.

The design workshop agenda includes:

- Validation of physical and logical design.
- Validation of current environment and readiness.
- Confirmation of bill of materials.
- Plan for integration into existing environment.
- Plan for testing and validation.
- Customer review and acceptance of design and implementation plan.

Phase 3 – Implementation

The following applications and infrastructure components will be deployed, configured, and tested per the agreed upon design between ANM and Customer:

Device Administration

- Configure basic device/network administration protocols necessary on all devices, including but not limited to:
    - DHCP/DNS
    - AAA/TACACS/RADIUS
    - Syslog/SNMP/NTP

Internet Edge

- Configure and install ISR4431 to connect to the Internet uplink.
- Upgrade ISR4431 to the Cisco recommended version of software.
- Configure routing on the LAN side to connect to the core switch.
- Configure DMVPN connectivity between sites for full connectivity (if using a public internet WAN connection).

Switching

- Upgrade all devices to the Cisco recommended version of software.
- Configure and install Catalyst 9410R switch to act as core switch.
- Configure all routed interfaces and VLANs in accordance to the plan created in the design phase.
- Configure interfaces to connect to all Catalyst 9300 switches.
- Configure and install 8 Catalyst 9300 switches to act as additional access layer switches.
- Configure Catalyst 9300 10GB interfaces to uplink to the Catalyst 9410 switch.
- Configure any switches located together as a switch stack.
- Configure routing between the Catalyst 9300s and Catalyst 9410.

Wireless

- Perform wireless site-survey before cutover to ensure proper AP placement and coverage.
- Configure and install Catalyst 9800 Wireless LAN Controller (WLC)
- Configure and hang 8 Aironet 3802 access points.
- Configure SSIDs as identified in the design phase, including the following:
    - SSID name
    - SSID availability
    - SSID authentication methods
    - Guest Wi-Fi connectivity

Cutover

- ANM deployment engineer will be on-site for every cutover window.
- Rack and configure new APC UPS' and connect to network for management.
- Rack all new networking devices and hang all access points.
- Move all existing client connections from old network infrastructure to new network infrastructure.
- Test client connections, including the following:
    - Wired client access
    - Static client access (printers, phones, etc.)
    - Wireless client authentication/access

- Guest wireless access

- Perform wireless site-survey after cutover to ensure proper AP placement and coverage.
- Remediate any coverage issues identified in the post-cut wireless site-survey.
- On-site next day support after every cutover.

Phase 4 – Project Closeout

- Complete and deliver a high-level design (Visio) for how all site connect together.
- Complete and deliver a low-level design (Visio) for every site included in the scope.
- Review the final deliverables with Customer.
- Review Customer satisfaction and obtain feedback.
- Obtain Customer signoff on project completion.
- If applicable, transition of ongoing support to Customer and ANM Managed Services.

Assumptions

The overall scope and related work estimates for this engagement were developed based on the assumptions listed below. Material changes to these assumptions and exclusions may impact the estimated effort and cost associated with completing the work and therefore would require a Project Change Request.

Customer Responsibilities

The following are responsibilities that will need to be performed/provided by Customer.

- ANM is responsible for all low-voltage work included in this scope of work. All high-voltage cabling will be provided by the customer.
- ANM expects appropriate customer staff to participate in requirements gathering, scheduling, project status and materials review.
- Customer will provide single point of contact for communications and is responsible for project management of customer resources and scheduling.
- Provide onsite physical access to required systems and space to work.
- Provide remote access (VPN) or other agreed upon remote access solution.
- Provide any required hardware and/or software that was not procured through ANM (for example, existing Microsoft and VMware software/licensing).
- Provide diagrams and configurations of existing environment if required.
- Make all changes to existing environing (e.g. firewall, Active Directory, DNS, DHCP, etc…) unless otherwise specifically called out in this Statement of Work.

- Deploy any required end user applications not specifically covered by this Statement of Work.
- Maintain valid support contracts with all product manufacturers involved in the solution.
- Every effort has been made to scope proper power cables, optics, and other solution-related accessories in the original bill-of-materials (quote). Customer is responsible for acquiring additional components identified during planning and design phase.

General Assumptions

- ANM will not be responsible for any project delays or costs caused by failure to deliver or by delayed provision of information, systems, or feedback from Customer or third-party vendors.
- Tasks will be completed during normal business hours between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding ANM-observed holidays, unless otherwise negotiated and noted in this services proposal.
- Customer will have five (5) business days to provide written feedback on all project artifacts, documents, or presentations developed or updated by ANM. If no feedback is provided, the item will be considered accepted by Customer.
- Changes to this scope of work identified during this project will require a Project Change Request Form.
- Services may be provided by ANM or individuals or organizations employed by or under contract with ANM, at the discretion of ANM.
- Unless otherwise specified, the following services are not included:
    - Environmental requirements: racks/cabinets, electrical/power & cooling/air conditioning services
    - Network cabling services
- Any services provided in the reconfiguration or troubleshooting as a result of existing faulty equipment, software compatibility or systems interoperability will be considered out of scope and will require an appropriate Change Request Form.
- Customer will manage all oversight and communication with third party vendors not directly contracted by ANM (for example, service providers, other equipment manufacturers, etc.).
- Customer is responsible for any software updates or equipment replacement not covered by support contracts.

- ANM will not be responsible for wireless coverage as no wireless site survey will be performed as part of this statement of work.

Change Control

If Customer requests a change in the project schedule after the schedule has been mutually agreed upon between Customer and ANM, a change order will be required to proceed as follows:

Change of Scope

Should changes to the scope or solution be necessary or requested by Customer, ANM will investigate the effect of such changes and determine an impact on price, schedule, and other terms and conditions.

- A project Change Request Form (CRF) will be used to document and communicate any changes to this Statement of Work. The CRF will describe the change, the reason for the change, and the impact that the change will have on the project. The CRF will also specify any additional charges (if necessary).
- A completed CRF will be the output and Customer and ANM must both sign it to authorize the changes. A change control log will be maintained throughout the project to track all approved changes and record them (if applicable) in the successive approved versions of the Project Plan. All versions will be tracked using a strict document version control mechanism maintained by the Project Managers.

Change of Scheduling

- If a project schedule change is within one week of the initial project hardware installation date, then Customer will be subject to a change order equal to the approximate run rate cost** of the project team for two weeks.
- If a project schedule delay is requested during the course of the project, then Customer will be subject to a change order equal to the approximate run rate** cost of the project team over the entire delay.
- If there is a delay in the project schedule of a project task that is part of the overall project, then Customer will be subject to a change order equal to the approximate run rate** cost of the delay.
- If the project is suspended or delayed for more than two weeks during the course of the project, then Customer will be subject to a change order equal to the run rate** cost of the project team for four weeks before ANM will resume the work. Project resumption will occur in a date mutually agreed upon between ANM and Customer.

- If any subset of a project is not started within three months of the main project completion due date to Customer enforced delays, that portion of the work will be automatically cancelled, a credit will be issued to Customer for the work not completed and the overall project will be closed out. Any cancelled work may be re-scoped as a new project at Customer request.

*** Run Rate Cost For Project Team = Billable Rate * Number of Hours + Any Travel Cost*

** Discounted Reschedule Rate: $120 per hour*

** Travel Cost = Mileage + Lodging + Air Travel + Any other Travel Expenses*

Billing Milestones

Services for this project will be billed at a fixed fee. Below are the billing milestones for this project.

Table 4: Billing Milestones

Milestones	Description	Payment Percent
#1	Completion of Planning and Design	40%
#2	Project Completion and Acceptance	Remaining 60%

Project Authorization

We believe the SOW outlined in this document will meet the requirements of the work to be performed. Any modifications to this document will be made in writing and agreed to by both parties subject to additional charges.

Authorized Customer Signature:	
Printed Name:	Date:
Authorized ANM Signature:	
Printed Name:	Date:

This agreement shall be in effect until either party provides written notice of cancellation. This statement of work is valid for one year (365 days) after the signature date. After this period all services delivered will be invoiced at time and materials rates and the remaining project will be cancelled.

C. Team Resumes - Arizona

Lee Loen

408-981-5625 ~ lee.loen@anm.com

OBJECTIVE: Lead ANM's market expansion into Arizona by recruiting and retaining top sales and engineering talent; provide best-in-class service to public sector and commercial clients

SUMMARY: Top 10% high-tech sales leader with ten years of professional experience resulting in $250+ in sales**;** proven history of consistent performance and leadership; master's degree

LEADERSHIP:

- Helped Operations Director hire and onboard two Regional Managers; helped peer RMs hire and onboard five Account Managers; prepared two AMs on team for RM role; mentor to over a dozen individuals outside of region
- Completed two leadership development programs from Cisco (CSAP) and AT&T (Business Sales Leadership Program); completed two graduate level leadership courses at SMU
- Created and delivered operation level security training to 50+ Account Managers, facilitating security growth of 38% YoY in FY16 and 42% YoY in FY17
- Readings: *The Effective Manager, The Speed of Trust, Words That Work, Essentialism, Manage More By Doing Less, Superior Supervision*
- Developed leadership materials to assist other leaders in area while at Cisco: AM expectations, "What's a commit?" forecasting framework, hiring best practices, partner fast start deck

POSITIONS/SALES ACCOMPLISHMENTS:

2018-current General Manager, ANM, Phoenix, AZ

- Recruited our initial team of employees, including one account manager, five systems engineers, and one sales administrator
- Secured new 3,200 office space at Skysong 3; including negotiation of real estate terms and conditions, as well as procurement of initial office furniture and assets
- Evangelized the ANM story with public sector and commercial clients, as well as manufacturers since opening the office resulting in brand awareness
- Worked with the team to secure our initial client base, including reaching $1M+ in revenues, and 10+ service engagements within first six months

2015-2018 Regional Manager, Cisco, Phoenix, AZ

- Achieved 102% of plan in FY17 with $93M in sales; 11% YoY growth; only region in operation with four consecutive years over plan; one AM to Chairman's club
- Key wins in FY17: $4M at Massage Envy (Digital transformation/Meraki), $3M at Extra Space Storage (Meraki), $2.3M at PNM (HP take-out, EN, IoT), $2.1M at Credit One (Digital transformation/DC), $1.6M at Swire (Avaya, HP, and Juniper take-out), $1M at Yuma Regional (Dell take-out), and $1M at Axway (Webex and ACI)
- Achieved 105% of plan in FY16 with $95M in sales; 15% YoY growth
- Key wins in FY16: $2.7M at Select Portfolio Services (first ELA in US Commercial), $1.8M at Young Living (InContact take-out), $1.6M at Cyracom (ELA), $1.3M at Desert Radiology (Avaya, HP, and PAN take-out), $1.1M at PNM (IoT)

- Facilitated balanced performance across sales team; 6/7 account managers at plan in FY16 and 6/7 account managers at plan in FY17

2014-2015 Data Center Product Specialist, Cisco, Phoenix, AZ

- Achieved 104% of plan in FY15 with $12.4M in sales
- Performed dual roles for six months of the fiscal year (DC PSS and former AM role) and achieved plan in both positions
- Key wins: $1.5M at Desert Diamond Casino (Business continuity), $700K at Logisticare (Dell take-out), $400K at Ernest Health (HP take-out), $300K at Sprouts (HP take-out), 25 logos between $100-300K

2012-2014 Territory Account Manager, Cisco, Phoenix, AZ

- Achieved 135% of plan in FY14 with $14.5M in sales, Champion award
- Achieved 109% of plan in FY13 with $9.7M in sales
- Built territory from scratch when Select/Territory segments split; grew territory 170% over two years facilitating headcount growth
- Key wins: $1.2M at Cyracom (EN/UC/DC), $1M at Infusionsoft (EN/UC/DC), $750K at Sunstate (EN/DC), $650K at Jim Click Auto (EN/UC), $500K at Origami Owl (PCCE), $500K at Hospice of the Valley (DC)

2010-2012 Associate Sales Representative, Cisco, Raleigh, NC

- Achieved 171% of plan in FY12 with $11.7M in sales as a Virtual Account Manager, Champion award
- Achieved 136% of plan in FY11 with $6.8M in sales as an Associate Sales Rep
- Accepted as one of 15 people into CSAP program among thousands of applicants; completed one year training encompassing leadership skills, technology training, and sales acumen

2009-2010 Business Account Manager, AT&T San Jose, CA

- Achieved 186% of plan in field sales with $3.5M in sales; top 5% nationally
- Completed AT&T Business Sales Leadership Development Program and promoted to field sales

EDUCATION: M.S., Information Engineering and Management, SMU, Dallas, TX
B.A., Business Administration, University of Oregon, Eugene, OR
B.A., Spanish, University of Oregon, Eugene, OR

PHILANTHROPY: Human Services Campus for the Homeless, Habitat for Humanity, St. Mary's Foodbank

PERSONAL: Married six years to Rozalina with a son Jake (5) and daughter Jessica (3); enjoy running, cycling, reading, and traveling

Joel Taylor



Objective

To secure a challenging position as part of a dynamic and motivated team in a growth-oriented technical sales arena. I am an energetic, self-motivated individual with excellent communications and relationship building skills. I have been in a technical sales position for more than a decade with excellent sales and client satisfaction results year after year.

Certifications

- Cisco Certified Network Engineer (CCNA) - expired
- Cisco Certified Network Engineer – Voice (CCNA Voice) - expired
- Cisco Certified Design Associate (CCDA) - expired
- Certified Wireless Network Administrator (CWNA)
- Cisco Certified Unified Data Center Design Specialist- expired
- Cisco Webex Solution Design and Implementation Representative- expired
- Cisco Webex Design and Implementation Specialist- expired
- Cisco Advanced Wireless LAN Sales Specialist- expired
- Cisco Sales Expert- expired
- Microsoft Certified Systems Administrator (MCSA)
- Other certifications include nurse call, video distribution, and telecommunications.

Joel J Taylor

Experience

10/2018 – Present **Advanced Network Management** **Phoenix, AZ**
Senior Account Manager – AZ

- Develop net new accounts in an emerging market space
- Assist clients in developing technical business plans to achieve their overall business goals
- Provide clients with technical information on numerous technology platforms including:
  - Networking
  - Security
  - Data Center
  - Collaboration (Voice)

Projects Included: Blue Cross Blue Shield, Mountain Park Health Center

10/2016 – 10/2018 **Extreme Networks** **Phoenix, AZ**
Senior Systems Engineer – AZ/NM

- Provide solution demonstrations for hardware and software solutions to potential partners and end users
- Assess customer needs and design network and software solutions to meet their unique scenarios

Projects Included: Glendale Elementary School District, L&F Distributing, and Arizona DPS

12/2014 – 10/2016 **CDK Global – Dealer Services** **Phoenix, AZ**
Director of Sales – Technology Solutions

- Manage sales team in the Western United States and Canada for Cisco Collaboration, SIP, network, wireless, and security solutions
- Continually train and develop sales staff to earn the right to become "trusted advisors" to internal and external clients
- Grew YTD sales and achieved President's Club as a rookie Director

10/2006 – 12/2014 **CDK Global – Dealer Services** **Phoenix, AZ**
National\|Enterprise Systems Engineer

- Focused on the top 100 Automotive Dealership groups in the United States
- Solutions design, consulting, presentations, and sales for Cisco LAN, WAN, WLAN, WaaS, and VoIP as well as SIP trunking and hosted voice solutions
- Completed technical proposals, quotations, RFP\RFQ, Visio drawings, and other documentation as required

2/2005 – 9/2006 **Visual Defence** **Toronto, Canada**
National Sales Engineer

- Primarily responsible for C-Level sales proposals and technical demonstrations to potential clients
- Engineered solutions for multi-faceted integrated security system including Access Control, CCTV (IP and Analog), DVR\NVR, PIDS, and other security products

Projects Included: Army National Guard, Department of Homeland Security, others…

602.312.5308
joeltaylor77@gmail.com

16196 W Crenshaw St.
Surprise, AZ 85379

Dylan Marlow

Contact

720-453-6799 (Mobile)
dylan.marlow@anm.com

www.linkedin.com/in/dylanmarlow (LinkedIn)

Top Skills

Networking
Network Administration
Network Security

Languages

English

Certifications

CCIE Routing and Switching

Dylan Marlow

Senior Systems Engineer | CCIE#57873
Phoenix, Arizona Area

Experience

Advanced Network Management (ANM)
3 years

Senior System Engineer
January 2019 - Present
Phoenix, Arizona

Senior Consulting Engineer
January 2018 - December 2018 (1 year)
Greater Denver Area

Consulting Engineer
June 2016 - December 2017 (1 year 7 months)
Albuquerque, New Mexico/Denver, Colorado

Santa Fe University of Art and Design
Network Engineer Intern
August 2013 - May 2016 (2 years 10 months)
Santa Fe, New Mexico

Education

Santa Fe University of Art and Design
Bachelor of Arts in Audio Engineering, Production, and Design · (2013 - 2016)

Ken Reeves

Mr. Reeves has more than 20+ years of combined voice and data networking and information technology experience. Prior to joining ANM, Mr. Reeves held Director and Architecture positions with leading consulting companies. In these positions, he was a lead consultant responsibility for the design and implementation of complex WAN, LAN and Voice Over IP networks. He has experience in resolving difficult Technical implementation and Design issues, leading large complex Designs and deployments, providing detailed documentation, and providing support to large clients. He is especially skilled in the Cisco solutions, LAN and WAN technologies, Voice and Video networks, large-scale TCP-IP networking, and leading network management tools. He is also experienced in network/security assessments and compliance-related regulations.

Mr. Reeves is also experienced in pre-sales and post-sales support for customers. He has worked with clients to develop strategies and solutions to enhance their business operations through network and converged technologies. In his various roles, Mr. Reeves has been a project manager, managing a team of consultants and a lead engineer, responsible for the overall design/implementation of network infrastructures.

Selected Projects

Travel Agency - Global Unified Collaboration Design

Design and Migration of 30,000+ phone 7,000+ Agent deployment on decentralized Avaya solution to Cisco HCS Communications Manager, Contact Center Enterprise, Unity Connections and IM&P environment for global travel organization

Retail Corporation - NA Unified Collaboration Deployment

Architecture, Design and Migration of distributed 1500+ site CME implementation into Centralized Cisco Communications Manager and Unity Connections clusters for North American based Retail Corporation.

Healthcare Organization - Regional Unified Collaboration Deployment

Architecture and Design of multiplatform distributed voice implementation into centralized Cisco Communications Manager, Contact Center Enterprise, Unity Connections and IM&P environment for regional healthcare organization

Mining Company- Global Unified Collaboration Deployment

Lead Design Architect and Implementation Engineer for emerging Cisco Collaboration based technologies that include but not limited to: Communications Manager, Unity, Unified Contact Center Express, TelePresence, WebEx, Meeting Place and Jabber.

Expertise and Experience

- **Cisco Collaboration –** Expert level experience with most Cisco Collaboration products: CUCM, Unity Connections, UCCX, Webex Meetings, Webex Teams, Telepresence, Jabber, CUSP, CUBE, CVP, Expressway, etc.
- **Cisco Routing –** Expert level experience with cisco routing and switching architecture, all major routing protocols, and WAN technologies including DMVPN, MPLS VPN, and Metro Ethernet.
- **SD-WAN –** Professional level experience with Cisco IWAN and Meraki SD-WAN.
- **Security –** Professional level experience with Cisco ASAs and Cisco Identity Services Engine (ISE). Experience with implementing various Single Sign On platforms utilizing SAML, multi-

factor authentication, and Associate level experience deploying a PKI environment using Windows CA and Cisco IOS CA.

Education and Certification

- **Dual Cisco Certified Internetwork Expert Candidate – Voice, Routing & Switching**
- **Dual Cisco Certified Network Professional – Voice, Routing & Switching**
- **Cisco Certified Design Associate – CCDA**
- **Microsoft Certified Systems Engineer - MCSE 2000 & NT 4.0**
- **Microsoft Certified Systems Administrator Exchange – MCSA**

Troy Baietto

hireme@troybob.com
623-252-9596

Objective
To obtain a position that will allow me to utilize my enterprise level networking skills in the technology field, as my primary goals will be to provide value to customers while meeting the goals of the business.

Experience
ANM Scottsdale, AZ
Solutions Architect
January 2019 to Present

Experience
Cisco Systems Phoenix, AZ
Systems Engineer
May 2011 to January 2019

- As the Systems Engineer for healthcare select in Arizona, I guided Cisco customers towards infrastructure and business solutions.

Experience
Cancer Treatment Centers of America Goodyear, AZ
Senior Network Engineer
May 2008 to November 2009
Senior Technologist for Technology Innovation
November 2009 to May 2011

- As senior technologist in Technology Innovation, responsible for a portfolio of activities including developing a pipeline of solutions, launching new business initiatives, and executing exploration, and proof of concept projects that expand the market presence, improve the operational capability of the organization and the quality of care our patients receive.
- Lead design initiatives for new services including instant abnormal lab reporting to physician wireless IP phones, enhanced mobility including enterprise-wide centralized Cisco Unified Communications Manager 7.13, and home-health device initiative.
- Lead design and infrastructure implementation of a pair of redundant Medical Grade data centers. This design included the Cisco Nexus platform with services including VPC, OTV, and BGP.
- As senior network engineer, lead the design and implementation of the worlds first completely digital cancer hospital network including IP phone systems, security infrastructure, high speed wireless data services, datacenter and IT closet construction, and system deployment management.
- Worked closely with Corporate I.T. management staff to implement strict security standards using various Cisco security products.
- Designed and implemented fully digital, IP-based interactive speaker paging system over Cisco IP Phones. Therefore, our hospital had no overhead paging to disturb patients.
- Deployed complete Voice over WLAN solution using Cisco 1252 access points and 7921G Wireless IP Phones. Developed location and access point management systems to prevent coverage holes.
- Integrated VoIP phone system into digital Nurse Call, Patient monitoring, and Code Call functionality.
- Redesigned WAN architecture and BGP policies based on dual data center to

campus design.

- Lead network administrators in infrastructure improvement projects such as enhanced network traffic monitoring, high availability and security audits, complete wireless upgrade, intrusion protection system installation, and centralized voice traffic reporting.
- Provided on-call support for all network systems throughout the enterprise.
- Acted as primary contact for all WAN, Internet, and phone circuits and worked closely with vendors to ensure stability.
- Primary backup for IT Site Director. If the Site Director was unavailable, I was responsible for decision-making with a focus on patient care.

Experience
Cisco Systems / Cisco Learning Institute Phoenix, AZ
Senior Network Engineer
Network Operations Center
September 2002 to May 2008

- Senior engineer for Cisco Networking Academy education system infrastructure and DataCenter.
- Led network team to design, implement, and maintain an enterprise level network including fully redundant and multi-homed WAN and LAN, VoIP, conferencing, wireless, Intrusion prevention systems, and remote offices for the new CLI location.
- Engineered enterprise level network services for latency and delay sensitive voice and video data using MPLS and QoS technologies.
- Provided Security analysis and threat mitigation of various threats and attacks to Cisco Academy site and CLI. Security products included Cisco ASA/PIX firewall, Intrusion Protection Systems, and wireless intrusion protection.
- Designed and implemented central user authentication for remote office WLAN and VPN services using a Cisco Access Control server linked to an Active Directory architecture at the CLI HQ site.
- Implemented integrated multi-campus wireless using Cisco 1230 series access points, 871w routers, and a 2100 series Wireless LAN controller. Also designed guest network access via web authentication.
- Installed and assisted with multi-site installation of the voice-over-IP services implementation which utilized Cisco CallManager, Cisco Unity voicemail, Cisco 7900 series IP Phones and Meeting Place including audio and video conferencing capabilities.
- The Cisco Networking Academy site engaged the services of Sungard in a typical ASP model. As primary network engineer to the ISP, ensured all of Sungard ISP network activities are properly planned, documented and executed.
- Scheduled on call rotation 24/7, network support lead for Cisco Networking Academies and the Production CLI services.
- Managed and monitored production environment with over 50 mixed environment servers, receiving over 1 million visitors per month.
- Implemented multiple site-to-site VPNs including a remote office for each CLI remote user. Developed the CLI “home bundle” package, which utilized a Cisco 871 router to provide VPN, encrypted data, and IP phone services to remote sites/workers nationwide.
- Setup exhaustive network, server, and application monitoring using CiscoWorks, Cisco Network Analysis Module product and additional open source applications.

Customized alerting mechanisms were engineered including instant alerts to Cisco IP Phones.

- Implemented multiple software and hardware VPNs on various WAN circuits using Cisco routers, hardware VPN and Cisco PIX firewall appliances
- Provide technical input for procurement of all hardware and load testing software

Consultant
May 2000 – September 2002

- Subject Matter Expert with many Mercury Interactive software products; Loadrunner, Test Director, Real User Monitor, and Business Process Testing
- At the Phoenix Cisco sales and academy office site, was part of the team that designed, implemented and supported a 50+ server network environment. Became the senior NOC triage for infrastructure.
- Assisted in all DMZ and VPN installation, support, and administration.
- Maintained BGP implementation at Cisco Networking Academies Software Development site in Phoenix. Coordinated configuration efforts with MCI and XO communications.
- Installed ISDN and the Video conferencing equipment for the Assessment and Curriculum development groups.

Experience
Cisco Systems, Inc.,
May2000 to November 2001, Phoenix, AZ
Intern

- Member of the Network Response Team
- Provided office network desktop support as requested
- Installed central VPN for Mohammed Ali Parkinson research center and also set up client sites at hospital and university locations.

Technical
Skills

- Routers – Cisco 800 thru 12000 series routers, Cisco ASR 1000 series
- Switches – Cisco Catalyst 1900 thru 6500 series switches, Nexus
- VPN – Cisco VPN 3000 series, ASA firewalls, EzVPN, L2L, WebVPN
- Firewall & Security – PIX ASA 500/5000 series, FWSM, Cisco IPS 4200, ACS
- Content Delivery – CDM4650, CE500 series, CE7302
- Wireless – Cisco Wireless LAN Controllers, 1200 & 1300 series Access points, 802.11n, LWAPP
- Load Balancing – Cisco Content Services Switch (CSS), LocalDirector, CSSM, Global Site Selector (GSS)
- VoIP & Video – CUCM, Unity voicemail, MeetingPlace, 7900/9900 series IP phones, PSTN gateway, analog gateway, gatekeeper, IP/VC 3540
- Routing & Switching Protocols – BGP, RIP, EIGRP, OSPF, STP, HSRP, 802.1q, ISL, Etherchannel, VTP, GLBP, L2 Tunnels, VSS
- Networking Technologies – VPN, WCCP, CDP, RADIUS, LEAP, WPA, WDS, NTP, DNS, DHCP, SMB, RADIUS, TACACS, NTP, QoS,
- Network Monitoring Technologies – CiscoWorks, Cisco NAM, Hobbit, MRTG, NAGIOS, SNMP, Syslog, HP OpenView
- Network OS – Cisco IOS, PIX OS, CATOS, LWAPP

- Mercury Loadrunner and Winrunner training
- Intermediate Unix/Linux administrator

Education
Devry University, BS, Network and Communications Management, 2004
CCNA (Expired 2002)

Jonathan Woods

JONATHAN WOODS
540-336-0510 Jonathan.m.woods@icloud.com 1007 E Benrich Dr, Gilbert, AZ 85295

Profile

Ambitious, self-motivated individual with the advanced experience, personal attributes, and knowledge required to lead strategic engagements and drive business initiatives.

Experience

ANM, SECURITY SOLUTIONS ARCHITECT (2018-PRESENT)

Hybrid pre-sales and delivery engineer for an emerging market. Specialization in Cisco security portfolio (active ISE SME), and F5 application delivery and security.

GODADDY, INFORMATION SECURITY LEAD (2018)

Execution of global security strategy with tools that protect and provide insights for incident response, and proactive defense.

EAST AMERICA NETWORKS, FOUNDER, SOLUTIONS ARCHITECT (2004-PRESENT)

Design and sale of technologically advanced architectures through focused technical analysis. Management of independent multi-vendor projects, and contract employees. *(Focus: pfSense, Cisco ISE, Cisco Firewalls Firepower/ASA, Route-Switch, IPT, VPN)*

CISCO SYSTEMS, CONSULTING ENGINEER, SECURITY (2016-2018)

Primary leader of complex and comprehensive security engagements to Federal and Global Service Provider customers. New hire and internship leader/mentor.*(Focus: Cisco ISE, ASA, ACS, Nexus)*

NAVY FEDERAL CREDIT UNION, NETWORK SECURITY ENGINEER III (2013-2016)

Principal leader of security implementations and operations. Scoping and implementation.*(Focus: Cisco ISE, Cisco ASA, F5 LTM/GTM, VPN)*

GENERAL DYNAMICS INFORMATION TECHNOLOGY, SENIOR NETWORK ENGINEER (2011-2013)

The design, management and execution of large domestic and international enterprise projects. Engineering team mentorship and development. *(Focus: Cisco ASA, CSS, F5, Route/Switch)*

HARRIS IT SERVICES, SENIOR SYSTEMS ENGINEER (2011)
JAMES MADISON UNIVERSITY, NETWORK ENGINEER (2007-2011)

Education

Lord Fairfax Community College – A.A.S. Network Engineering, 2004

Skills

Cisco: ISE, ASA/Firepower, Palo Alto NGFW and Panorama, F5: LTM & GTM, VMWare ESX(i), Linux (RHEL, Debian), pfSense and PF-based BSD security

REFERENCES UPON REQUEST

Adil Can

21201 Emerald Mist Pkwy, Apt 829, 77379 Houston, TX
web: adilcan.me **cell**: (832) 994 4915 **e-mail:** adilcan@gmail.com

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NETWORK & CLOUD ENGINEER

- Experienced Network Cloud Engineer with both technical and sales perspective and have over 20 years' experience.
- I am involved in gathering technical and business requirements and proving architectural design that meets business and technical objectives. It involved building high-level design (HLD), bill of materials (BoMs), input to the scope of works (SoWs), configuration documents, and testing the solutions in the lab environments for education, finance, and manufacturing industries.
- I have provided technical engineering and integration support of enterprise network technology projects.

PROFESSIONAL EXPERIENCE

Senior Consulting Engineer **Mar'19-Present**
Arbimed, Houston, TX

- Act as a technical implementation lead for an assigned project and work closely with the project manager and customer to complete project tasks.
- Generate and implement cloud architectures, follows the project test plan and completes project documentation for the assigned projects.
- Perform analysis of customer's AWS environment to optimize design and billing strategy.
- Provide third level technical support for cloud technologies to ANM customers.
- Apply analytical skills and technical knowledge to solve product and application problems of low to moderate complexity.

Network Cloud Architect **Oct'18-Mar'19**
Arbimed, Houston, TX

- Design and implement AWS cloud environment for inventory management system specifically designed for medical, dental, and veterinary practices.
- Design and manage website topology on AWS with these services (VPC, EC2, IAM, MySQL DB, Cloud Formation, S3, Route53)
- Deploying and managing Kubernetes cluster deployments and deployment procedures with Docker, Travis, GitHub.

Territory Sales Executive **Jun'16-Seb'18**
Veeam Software, Istanbul, Turkey

- Responsible for achieving revenue quota by selling to prospect and existing customers in the Commercial market segment.
- Helping for companies to design their backup/replication strategies on-premise (EMC VNX/DataDomain, HP 3PAR/Storeonce) or Cloud environment mainly AWS Glacier and Azure Blob Storage. Provide advice to customers for hyper-converged Nutanix, Simplicity, Hyper flex) and virtualization (VMware, Hyper-V) environment.
- Provided RFP/RFI technical assistance along with BOM builds to field SEs

- Overachieved last seven quarters, doubled target last two quarters with %43 growth YoY
- Ranked as #1 sales manager (out of 4) in 2016 & 2017

Network Solution Architect **May'15-Jun'16**

IBM Global Services, Istanbul, Turkey

- Responsible for achieving revenue quota by selling to large account sales (non-IBM Hardware & Software) at Global Technology Services OEM sales.
- Provide pre-sales design solutions by gathering customer technical and business requirements for midmarket and enterprise customers.
- Provide technical leadership and support for customers in highly complex datacenter environments at Top 100 Enterprise accounts. (Telco & Finance)
- Architect and Design Server and Storage Solutions with supporting technologies while maintaining customer's budget and environment restrictions (IBM, EMC, Dell, Cisco UCS, F5, Vmware…etc)
- Experience in Enterprise router and switch administration experience. Cisco 2600, 2960, 3560G, 3650, 3750G, 3850, 4300, 4500-X, 6509 & 7500 routers and switches.
- Provide pre-sales analysis, design, and recommendations and support for networking solutions focused around, mainly Cisco Route/Switch, Nexus, Wireless and Security solutions (Cisco ASA, NG Firewalls, ISE, Fortinet, IBM QRadar SIEM)
- Completed "Global Sales School" training.

Network Sales Executive **Apr'13-May'15**

Alcatel Lucent Enterprise, Istanbul, Turkey

- Responsible for achieving revenue quota by selling communication and networking solutions to large accounts and finance sector in Turkey.
- Overachieved in 2 years consecutively and %25 growth YoY
- Selected as "2013 & 2014 Best Achiever" in SEMEA Region.
- More than five deals successfully signed contracts over +1M$ hardware, software, and solutions
- Completed "Target Account Selling" training from Boston Consultancy Group.

Network Sales Engineer **Jan'11-Apr'13**

Alcatel Lucent Enterprise, Turkey & Azerbaijan

- Responsible for achieving revenue quota by selling networking products and solutions in Turkey. Overachieving in 2 years consecutively and %40 growth YoY. Closed five deals successfully over +3M$ product and solutions.
- Works with Sales Team to develop & implement specific account penetration strategies, produce account specific product & service & sales plans.
- Successfully builds relationships with the account team, partners & customers in support of sales team objectives & engages & leverages corporate resources, abilities, budgets & personnel as appropriate.
- Leads technical sales calls and configures Alcatel-Lucent networking, Aruba Wireless and Fortinet Security solutions to meet customer & sales objectives by presenting solutions with PoC. Completes required presales documentation quickly & accurately

Network/Security Sales Engineer Lead **Nov'09-Jan'11**

Telcoset, Enterprise Solutions Department, Istanbul, Turkey

- Responsible for managing the presales team and providing presales activities for huge opportunities.
- Attending meetings with business development managers and acting as a technical expert.
- Preparing RFP/RFI and presenting proposals to customers on the server, storage, backup, networking and security aspects.
- Responsible on designing and RFP/RFI answers for Cisco / HP Networking Devices & HP Proliant, IBM Xseries Servers / P2000, EVA, EMC, NetApp Storage products. Responsible for Virtualization and Business Continuity Products.
- Received advice and instructions from Cisco TAC on Cisco routers, switches, and UC implementation projects.
- Experience with installation, configuration, implementation, and monitoring of Cisco data, voice, and wireless network equipment keeping in mind of the hardware and software security of these networks
- Responsible on integration Unified Communications Systems on Cisco and Microsoft.

Network & Security Team Lead **Jun'07-Nov'09**

Turkcell, IT, Istanbul, Turkey

- Responsible for managing networking & security team and services within the company by managing 10M$+ IT Networking Budget.
- Coordinating, managing, and controlling the security policy, change, problem and incident management of IT standardization based on COBIT / SOX compliance.
- Implement network, security and application infrastructure and betting web farm which is running on Cisco 6500 & ASA devices, HPE Blade Technology, and Netscaler LB & WAF devices.
- Implementation of 4000 branches connection project using DMVPN Technology.

Senior Network Systems Engineer **Oct'05-Jun'07**

Raymond James Securities, IT, Istanbul, Turkey

- Coordinating, managing, controlling the security policy and IT standardization.
- Implementation of Business Continuity Project / Clustering Oracle RAC Database and Exchange Server and replication to a disaster recovery center.
- Implementation of an online trading website which is running on JRUN, Netscaler, Checkpoint FW. Design and project management of new network topology with Cisco 4500 & Juniper Products

Network Security Systems Engineer **Feb'00-Oct'05**

Global Securities, IT, Istanbul, Turkey

- Responsible on designing of the infrastructure of the online trading website which provides services over 100.000 customers a day running on Cisco 4500, IIS, JRun App Server, Checkpoint FW, IBM IPS/IDS.
- Define security policies and the standardization of the IT systems.
- Implement and management of call center hardware facilities; responsible for management of IVR & CTI servers via Genesys and Cisco UC.

System Administrator **Jan'97-Feb'00**

Karma International, IT, Istanbul, Turkey

- Implementation of Checkpoint Firewall redundancy of Networking with Cisco, 3COM. Management of AD, File and Exchange Services.

EDUCATION

2000 - 2004 **Yeditepe University Istanbul, Turkey**
MBA Management / Marketing

1995 – 1999 **Istanbul University Istanbul, Turkey**
BS in Computer Engineering

SKILLS

- Cloud Platforms: AWS (EC2, S3, VPC, Elastic Cache, LoadBalancer, IAM, CloudWatch…), Azure (virtual machines, storage accounts, resource groups), IBM Softlayer (beginner)
- Networking Platforms: Cisco Catalyst/Nexus/ISR/WIFI, HpE FlexFabric/Aruba, Alcatel-Lucent, Brocade, OSPF, EIGRP, BGP, DMVPN, MPLS
- Security Platforms: Cisco ASA/NGFW/ISE, NGIPS, Checkpoint, Fortinet, Palo Alto, Barracuda, McAfee, Wireshark, Qualys, Bluecoat, Websense, 802.1x, Radius, SSL, AAA.
- SIEM Solutions: IBM QRadar, MicroFocus ArcSight, AlienVault
- Virtualization: Vmware VSphere / SRM/ vRealize NSX(intermediate), Hyper-V, Citrix XEN Server
- Operating System Platforms: Windows AD, DNS, DHCP Management, Linux SME, AIX (basic understanding)
- Hardware Platforms: HP Proliants/ Blades/Apollo/Storeonce/Simplivity, Cisco UCS B/C Series, IBM System X/ Blades, Dell Servers.
- Storage platforms: HP Storage 3Par/MSA, EMC VNX/Unity/DD, Netapp FAS, IBM Storewise/SVC, Cisco/Brocade SAN Switching
- DB Platforms: MSSQL, MySQL, DynamoDB, Amazon RDS, Oracle (Basic)
- Backup Tools: Veeam, Veritas Netbackup, Avamar, Arcserve
- Load Balancers: F5 LTM, Netscaler, AWS Elastic Load Balancer, nginx
- Web & Application Servers: Apache Web Server, Tomcat, Sun Java Web Server/Application Server
- Monitoring and Ticketing Tools: SolarWinds, ManageEngine, Nagios, PRTG
- Programming Languages: Shell Scripting(mid-level), Python(mid-level), C/C++(basic understanding), SQL
- Devops Tools : Kubernetes, Docker, Travis, Jenkins, Ansible, Chef, AWS ECS, GitHub.

CERTIFICATIONS

- Amazon AWS Certified SysOps Administrator - Associate
- Veeam Technical Sales Professional - VMTSP
- Veeam Sales Professional - VMSP
- Cisco Account Manager Advanced Borderless Network Architecture Specialization
- Cisco Account Manager Cisco ISE & ASA Security
- Alcatel-Lucent Certified Field Expert (ACFE)
- Alcatel-Lucent Certified Pre Sales (ACPS)
- Alcatel Lucent Certified Sales Representative (ACSR)
- Vmware Sales Professional
- Vmware Technical-Sales Professional
- Cisco CCNA, Cisco Certified Network Associate, December 2006, CSC010480747
- Cisco CCNP, Cisco Certified Network Professional, December 2006, CSC010480747

DIGITAL SKILLS

SalesForce, Microsoft Word, Excel, Powerpoint.

***Authorized to work for any employer in the US**

Adam Ordal

RECENT KNOWLEDGE AREAS

- Cisco NXOS & IOS
- Cisco UCS
- vCloud Director 5
- vMWare 4.x & 5.x
- Cisco ASA 8.x & 9.x
- EMC FC & FCoE Arrays
- Netapp NAS Arrays
- Data Domain Replication

EDUCATION

2002-2005 Westwood College of Technology Denver, CO
- **BAS** in Software Development

CERTIFICATIONS

CCIE:DC – Datacenter – CCIE # 42464
CCNP:R&S – Route and Switch – Cisco ID: CSCO1158435
MCSE: 2003 – Microsoft Certified Systems Engineer on Server 2003 - MCP ID# 6094092
VCP4 & VCP5 – VMware Certified Professional - VCP106310
EMCISA v2 – EMC Information Storage Associate - EMC308400

EMPLOYMENT HISTORY

July 2013 – Present Peak Denver, CO
Sr. Engineer
- Design datacenters using Cisco's VMDC and FlexPod technologies
- Design and Implement cloud solution based on customer needs using vCloud Director
- Implement datacenter using Brocade & Dell Multi-tenant solution
- Design and Implement MS 2012 AD
- Implement secure Cisco UCS offering using ASR 1000s at the edge secured by ASA 5500

April 2013 – July 2013 Mercury Payment Systems Denver, CO
Infrastructure Architect
- Design and implement datacenter migration following Cisco's VMDC
- Design and implement test lab

July 2011 – April 2013 Mercury Payment Systems Denver, CO
Systems Engineer III
- Design and deploy datacenters using Cisco's VMDC and VSPEX technologies.
- Design and implement Microsoft GPO
- Design and Implement highly secure Linux servers

- Install and configure Cisco ASA firewall solution using ASA 5500 series
- Design and implement Cisco UCS including migration from existing servers
- Design and implement SCCM 2007 multi site implementation using Native mode
- Migrate production VMware platform from 4.x to 5.x
- Mentor members of all IT teams and assist with defects whenever possible

August 2009 – July 2011 Donor Alliance Inc. Denver, CO
Sr. Systems Administrator

- Project work involving all technologies listed for position
- Server 2003 & 2008 Support
- Active Directory Administrator
- VMware Administrator
- SAN Administrator
- Network Administrator – Cisco & Dell
- Cisco wireless administrator
- Firewall Administrator
- Backup Administrator
- Symantec Antivirus administrator
- SCCM 2007 R2 Administrator

April 2007 – July 2009 Omnicell Inc. Waukegan, IL
Windows Systems Administrator

- Server Support 24/7 on call rotation
- Cisco Network Administrator
- Cisco wireless administration
- Commvault Backup
- Technical support for all break/fix issues
- SMS/SCCM 2007 Administrator
- Exchange 2007 Administration

6. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Collin Seay, Police Lieutenant
Co-Submitter:	Stacey Brechler-Knaggs
Co-Submitter:	Stacey Brechler-Knaggs
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE:

Consideration and Approval of Grant Agreement: Acceptance of the Department of Justice's Office of Community Oriented Policing Services (COPS Office), Community Policing and Development (CPD) Microgrant for Officer Safety and Wellness for Flagstaff Police Department Staff.

STAFF RECOMMENDED ACTION:

Approve the award from the Department of Justice for grant funds in the amount of $88,770; there is no City match required for this grant.

Executive Summary:

In recent years, an alarming trend has emerged in which more police officers die by suicide than in the line of duty. The Flagstaff Police Department (FPD) has experienced critical incidents and tragically the suicides of two employed officers and the suicide of a former officer in the past ten years, in addition to a medical (PTSD-related) retirement. To counter these destructive trends, FPD is looking to initiate a state-of-the-art 360 Wellness Program to pro-actively address issues that give rise to job-related stress. Officers often bring high stress levels from personal and professional relationships, financial strain, poor nutrition, and improper physical conditioning to the job each day. This pre-existing stress, coupled with a single critical incident or series of critical incidents, can become a breaking point for an individual officer. Accordingly, the program envisioned by FPD is holistically designed and proactive in nature and includes seven key deliverables; 1) providing greater access to counseling services and addressing the stigma surrounding mental health, 2) providing Emotional Survival training for employees and their families, 3) providing financial literacy training, 4) providing nutritional counseling, 5) incentivizing physical fitness, and 6) providing stress inoculation training. These six deliverables will be packaged into a final seventh deliverable; a guidebook, including key materials, implementation guidelines and lessons learned, that will be disseminated to mid-size police agencies across the Southwest to guide them in implementing lasting and sustained change towards improving mental health services for law enforcement professionals. The Flagstaff officer wellness and safety program is a significant step towards adopting a philosophy that not being OK, is OK .

Financial Impact:

The grant award is $ 88,770.00 which will fund a new and sustainable Officer Safety and Wellness program. This grant will cover all costs associated with the program, and there will be no new cost to the city. This grant was not budgeted for in FY 2020-2021;however, there is sufficient budget within the police grants to cover these grant expenditures in FY 2020-2021.

Policy Impact:

The approval of this grant will have no direct impact on any policies of the Flagstaff Police Department.

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

Effective Governance - Regional Plan (2030) - Planning, Public Safety, Goal PF.3 Provide high-quality emergency response and public safety services.

Has There Been Previous Council Decision on This:

No, this is a new grant initiative to fund a new program within the Flagstaff Police Department focused on employee wellness and safety.

Options and Alternatives:

Approve the acceptance of the grant or decline the acceptance of the grant.

Background/History:

The CPD Microgrant was awarded to the Flagstaff Police Department to create a new innovative approach to Officer Safety and Wellness with the design to reduce job-related stress, officer suicide, and to promote sound on and off duty decision making through increased training and a commitment to the wellness of our employees. This program will be summarized in a guidebook and delivered to the COPS Office for examination and review with the intention of being a model program for police agencies across the country.

Key Considerations:

This grant provides new opportunities to personally and professionally develop and retain the staff at the Flagstaff Police Department by implementing an innovative wellness program that is designed to be sustainable for years to come by creating in-house trainers and implementing healthier lifestyles and choices by our employees. We hope the program will promote de-escalation techniques and create healthier staff who will make sound and experienced decisions while serving the citizens of Flagstaff and upholding the mission of the Flagstaff Police Department.

Expanded Financial Considerations:

N/A

Community Benefits and Considerations:

Our officers will receive state of the art training to better meet the demands of the community and providing excellent customer service to our community.

Community Involvement:

We will contract with trainers and instructors from different areas of expertise within the community to achieve the seven deliverables within the grant project.

Expanded Options and Alternatives:

If approved the grant would allow for $88,770.00 to be spent to train and develop all employees at the Flagstaff Police Department to retain experienced professional staff to better serve Flagstaff.

Attachments: COPS Micro Grant Agreement

U.S. Department of Justice
Office of Community Oriented Policing Services
145 N Street, NE, Washington, D.C. 20530

Chief of Police Kevin Treadway
City Manager Greg Clifton
Flagstaff Police Department
911 East Sawmill Rd
Flagstaff, AZ 86001

Re: COPS Office Community Policing Development Micro Grants II (CPD-MG2)
Award Number 2020CKWX0018
Project Title: Flagstaff Officer Safety and Wellness Project
ORI AZ00301

Dear Chief of Police Treadway and City Manager Clifton:

On behalf of the Attorney General of the United States, William Barr, and the Office of Community Oriented Policing Services (COPS Office), it is my pleasure to inform you that we have approved your proposal for the Community Policing Development Micro Grants II (CPD-MG2) program in the amount of $88,770.00. The COPS Office recognizes and appreciates your commitment to this very important initiative.

Contained in this packet is the Award Document, which shows an official award start date of 08/01/2020. The Award Document contains terms, conditions, and requirements for your award. Be sure to familiarize yourself with all terms, conditions, and requirements before signing and accepting your award. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. **To officially accept the award, electronically sign the Award Document with the Award Terms and Conditions; if applicable, the Cooperative Agreement that is incorporated by reference into the Award Document; and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement within 45 days of the date shown on this letter.** Failure to sign your original Award Document within the 45-day award acceptance period may result in your CPD-MG2 award being withdrawn and the funds deobligated without additional notification.

A supplemental online award package for FY 2020 CPD-MG2 award recipients can be found at https://cops.usdoj.gov/CPD-MG2. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents associated with your award, including the CPD-MG2 Award Owner's Manual which applies to all CPD-MG2 awards and specifies the terms, conditions, and requirements of your award. If you have any questions about your award, please do not hesitate to call your Program Manager, Sarah Estill at 202-307-1533 or sarah.estill@usdoj.gov.

I want to extend my personal appreciation for your efforts and congratulate you on this award. On behalf of the staff at the COPS Office, we look forward to your progress on this important project.

Review Copy
Revised Copy
Review Copy



Phillip E. Keith, Director, Date: 07/14/2020

Copy

Additional Award Notification

U.S. Department of Justice
Office of Community Oriented Policing Services
145 N Street, NE, Washington, D.C. 20530

Award Document

COPS Office Community Policing Development Micro Grants II (CPD-MG2) Program

CFDA - 16.710 - Public Safety Partnership and Community Policing Grants
Treasury Account Symbol (TAS) 15X0406

Award Number: 2020CKWX0018
ORI Number: AZ00301
OJP Vendor Number: 866000244
DUNS Number: 088302625
Applicant Organization's Legal Name: Flagstaff Police Department
DUNS Registered Name: City Of Flagstaff
Project Title: Flagstaff Officer Safety and Wellness Project
Law Enforcement Executive / Agency Executive: Chief of Police Kevin Treadway
Government Executive / Financial Official: City Manager Greg Clifton

Award Start Date: 08/01/2020
Award End Date: 07/31/2021
Award Amount: $88,770.00

The FY 2020 Community Policing Development Micro Grants II (CPD-MG2) Program provides funding to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.

The Financial Clearance Memorandum (FCM) and, if applicable, the Cooperative Agreement included in your award package are incorporated by reference in their entirety and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2020 Community Policing Development Micro Grants II Program (CPD-MG2) Award Terms and Conditions; the approved budget in the FCM; if applicable, all requirements in the Cooperative Agreement; and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Phillip E. Keith, Director, Date: 07/14/2020

(Signature Pending)	(Date Pending)
Signature of the Program Official with the Authority to Accept this Grant Award	*Date*
(Signature Pending)	(Date Pending)
Signature of the Financial Official with the Authority to Accept this Grant Award	*Date*

Review Copy

False statements or claims made in connection with COPS office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.

U.S. Department of Justice
Office of Community Oriented Policing Services

2020 Community Policing Development Micro Grants II Program
Award Terms and Conditions

By signing the Award Document to accept this Community Policing Development Micro Grants II award, your agency agrees to abide by the following award terms and conditions:

1. Award Owner's Manual. The recipient agrees to comply with the terms and conditions in the applicable 2020 COPS Office Program Award Owner's Manual; COPS Office statute (34 U.S.C. § 10381, et seq.); the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. Assurances and Certifications. The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

3. Allowable Costs. The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in the Financial Clearance Memorandum (FCM), which is included in your agency's award package. The FCM specifies the costs that your agency is allowed to fund with your award. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the FCM.

4. Supplementing, Not Supplanting. State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

5. Extensions. Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. § 200.308(d)(2).

6. Modifications. Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of $250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

7. Evaluations. The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

8. Reports/Performance Goals. To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R §§ 200.327 – 200.328. The progress report is used to track your agency's progress toward

implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

9. Award Monitoring Activities. Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office may include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.333 and 200.336.

10. Federal Civil Rights. The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition —

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

11. Equal Employment Opportunity Plan (EEOP). All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

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12. False Statements. False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Duplicative Funding. The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

14. Additional High-Risk Recipient Requirements. The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.207.

15. System for Award Management (SAM) and Universal Identifier Requirements. The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.

3. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

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b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

16. <u>Reporting Subawards and Executive Compensation.</u> The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability*. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to ***https://www.fsrs.gov***.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

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3. *What to report*. You must report the information about each obligating action that the submission instructions posted at **https://www.fsrs.gov** specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received —

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at **https://www.sec.gov/answers/execomp.htm**.)

2. *Where and when to report*. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at **https://www.sam.gov**.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report*. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if —

i. in the subrecipient's preceding fiscal year, the subrecipient received —

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. §

170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at ***https://www.sec.gov/answers/execomp.htm***.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 C.F.R. Part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

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3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec._.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

*iii. Earnings for services under non-equity incentive plan*s. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

17. Debarment and Suspension. The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in Federal assistance programs. 2 C.F.R. Part 180 (Governmentwide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

18. Employment Eligibility. The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-

9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

19. Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information. The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award; a gross waste of federal funds; an abuse of authority relating to a federal contract or award; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

20. Mandatory Disclosure. Recipients and subrecipients must timely disclose in writing to the COPS Office or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM, and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.338.

21. Conflict of Interest. Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with 2 C.F.R. § 200.112.

22. Contract Provision. All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

23. Restrictions on Internal Confidentiality Agreements. No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2020, Public Law 116-93, Division C, Title VII, Section 742.

24. Recipient Integrity and Performance Matters. For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity

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Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement

contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1. of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or award. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active awards, cooperative agreements, and procurement contracts includes —

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

25. Citizenship and Immigration Status Communications

Authority to obligate or expend contingent on compliance with this condition.

NOTE: This grant condition is established under the COPS Office's broad authority and discretion to award and administer grants. See, e.g., 34 U.S.C. § 10381, et seq. This condition applies only to state or local government entities or to non-state or local government entities that make subawards with these funds to a state or local government entity.

State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, may not obligate or expend award funds if – at the time of the obligation or expenditure – the "program or activity" of the recipient funded in whole or in part with the award

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funds (which includes any such program or activity of any subrecipient at any tier) is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed or established by a state or local government entity or official.

A subrecipient of this award (at any tier) that is an entity of a State or of a unit of local government may not obligate or expend award funds if – at the time of the obligation or expenditure – the "program or activity" of the subrecipient (which includes any such program or activity of any subrecipient at any further tier) funded (in whole or in part) with award funds is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed by a state or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

Rules of Construction. For purposes of this condition, "program or activity" means what it means under section 606 of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-4a).

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Any questions about the meaning or scope of this condition should be directed, prior to acceptance of this award, to the Office of Community Oriented Policing Services Legal Division at 202-514-3750.[neac1]

26. Computer Network Requirement. The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2020, Public Law 116-93, Division B, Title V, Section 527.

27. Travel Costs. Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.474.

28. Sole Source Justification. Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of $250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.324(b)(2).

29. Public Release Information. The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, reports, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

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"This project was supported, in whole or in part, by federal award number 2020CKWX0018 awarded to Flagstaff Police Department by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

30. News Media. The recipient agrees to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office Communications Division as the principal point of contact for the news media for issues relevant to the COPS Office or parameters of this award. The recipient agrees to refer all media inquiries on these topics directly to the COPS Office Communications Division at 202-514-9079.

31. Paperwork Reduction Act Clearance and Privacy Act Review. The recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

32. Human Subjects Research. The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

33. Copyright. If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

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U.S. Department of Justice
Office of Community Oriented Policing Services
145 N Street, NE, Washington, D.C. 20530

Financial Clearance Memorandum

COPS Office Community Policing Development Micro Grants II (CPD-MG2) Program

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To: Chief of Police Treadway and City Manager Clifton:

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions/Adjustments are noted below.

ORI#: AZ00301 Award #: 2020CKWX0018

Budget Category	Proposed	Approved	Change
B. Civilian and Non-Sworn Personnel	$0.00	$0.00	$0.00
C. Equipment and Technology	$0.00	$0.00	$0.00
D. Supplies	$14,350.00	$3,000.00	-$11,350.00
E. Travel, Training, and Conferences	$0.00	$0.00	$0.00
F. Contracts and Consultants	$75,450.00	$75,450.00	$0.00
G. Other Costs	$0.00	$2,250.00	$2,250.00
H. Indirect Costs	$8,980.00	$8,070.00	-$910.00

B. Civilian and Non-Sworn Personnel

Item	Cost	Qty	Total	Change	Reason

C. Equipment and Technology

Item	Cost	Qty	Total	Change	Reason

D. Supplies

Item	Cost	Qty	Total	Change	Reason
Training handcuffs	$0.00	0	$0.00	-$500.00	• *Unallowable cost*

Focus mitt and strike pad sets	$0.00	0	$0.00	-$2,000.00	• *Unallowable cost*
Training gloves	$0.00	0	$0.00	-$1,000.00	• *Unallowable cost*
Protective head gear	$0.00	0	$0.00	-$1,000.00	• *Unallowable cost*
Training/ striking dummy	$0.00	0	$0.00	-$1,600.00	• *Unallowable cost*
Childcare for training participants	$0.00	0	$0.00	-$2,250.00	• *Incorrect budget category*
Meals for training participants	$0.00	0	$0.00	-$3,000.00	• *Unallowable cost*
Guidebook printing and shipping	$10.00	300	$3,000.00	$0.00	

E. Travel, Training, and Conferences

Item	Cost	Qty	Total	Change	Reason

F. Contracts and Consultants

Item	Cost	Qty	Total	Change	Reason
Gym memberships	$5,100.00	12	$61,200.00	$0.00	
Mental Health Counselors	$0.00	0	$0.00	-$4,000.00	• *Incorrect budget category*
Emotional Survival Trainer	$650.00	5	$3,250.00	$0.00	
Financial Literacy Trainer	$500.00	4	$2,000.00	$0.00	
Nutrition Counselling	$500.00	4	$2,000.00	$0.00	
Yoga and breathing instructors	$500.00	6	$3,000.00	$0.00	
Mental Health Counselors	$2,000.00	2	$4,000.00	$4,000.00	

G. Other Costs

Item	Cost	Qty	Total	Change	Reason
Childcare for training participants	$450.00	5	$2,250.00	$2,250.00	

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H. Indirect Costs

Item	Cost	Qty	Total	Change	Reason
Fixed Indirect Cost Rate	$80,700.00	10.00%	$8,070.00	-$910.00	

Notes:

N/A

Total Budget Costs: 88,770.00	Federal Share: 88,770.00	Applicant Share: 0.00

Budget Cleared Date: 07/20/2020

Overall Comments:

All costs listed in this budget were programmatically approved based on the final Budget Detail Worksheets submitted by your agency to the COPS Office. Maintenance agreements (if applicable) must be purchased and paid in full within the award period. Prior to the obligation, expenditure or drawdown of award funds for non-competitive contracts in excess of $250,000, the recipient must submit a sole source justification to the COPS Office for review and approval. Prior to the obligation, expenditure, or drawdown of award funds for consultant fees in excess of $650 per day when the consultant is hired through a noncompetitive bidding process, approval must be obtained from the COPS Office. If the vendor number on this form differs from the EIN number included in your application, then for administrative purposes only, we are assigning a different vendor number to your agency. The reason for this administrative change is that your original EIN number has been assigned to another agency. If this applies to your agency, please use the new vendor number on all financial documents related to this award. The vendor number should not be used for IRS purposes and only applies to this award.

Additional Comments:

N/A

Review Copy

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Gail Brockman, Park Flag
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE:

Consideration and Approval of Contract: A cooperative purchase contract with Passport Labs, Inc. for parking enforcement software services utilizing the National Cooperative Purchasing Alliance (NCPA) Contract (Contract # 05-20).

STAFF RECOMMENDED ACTION:

Approve the contract with Passport Labs Inc. for parking software and services in an amount not-to-exceed $102,639.73 over a three year contract period, identified as Years 4, 5, and 6:

Annual Breakdown

- Year 4 $32,558.20
- Year 5 $34,186.11
- Year 6 $35,895.42

Executive Summary:

In November of 2016, the City Council approved the necessary contracts for the purchase of parking enforcement equipment and approval for an annual subscription for parking enforcement software with NuPark Inc. The contract with NuPark ends in 2021. Passport Labs, Inc purchased NuPark, Inc and thus we are now executing a contract extension with Passport Labs. This contract with Passport Labs, Inc will extend our contractual relationship for software services until 2023, as well as implement improvements to the enforcement software and upgrade our current enforcement hardware. The benefit of entering into a new contract now is that the new contract offers access to the upgraded software and hardware under the revised scope of work, but at the same price the City has been paying during under the NuPark contract.

Financial Impact:

The contract is a necessary expense for a parking program and is budgeted annually in account 061-07-0891-6-4343 with total FY 2020-21 budget of $110,978 for all software contracts. Though ParkFlag is currently suspended and not making revenue, the subscription for enforcement software is in ParkFlag's existing budget and is necessary to maintain for program re-engagement and in the current status. Enforcement software and hardware is still a necessity that is used on a daily basis to enforce all Title 9 parking infractions.

Policy Impact:

There would be no change in policy.

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

3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

Council approved the previous contract in November of 2016.

Options and Alternatives:

1) Council may approve the contract and authorize ParkFlag to continue use of Passport Labs, Inc software with the proposed enhancements.

2) Council may request amendments to the contract that would require additional negotiation or procurement and potentially impact ParkFlag's functionality temporarily.

3) Council may reject the contract and direct staff to procure an additional vendor which would potentially cause a temporary program disruption.

Background/History:

The initial NuPark contract was executed in November 2016, prior to the launch of paid parking. NuPark is the enforcement software used for the following: the entire permit system; citations and warnings; any payments received of the kiosks (generally on-line or at a customer service agent); and tracking court hearings and appeals. It is a critical component of the program. NuPark also provides hardware including the handhelds and printers used by Parking Aides. The existing NuPark contract expires in March 2021, and needs to be extended for continuation of ParkFlag operations.

Passport Labs, Inc. is a key provider of parking solutions, serving more than 5,000 locations worldwide. Passport Labs recently purchased NuPark and all of their existing contracts. When ParkFlag renews the contract for continuation of software, hardware and reporting and tracking services, it will be with Passport Labs, Inc.

At the time of Passport Inc.'s procurement of Nupark Inc, ParkFlag was considering ending the contract with NuPark Inc., due to poorly functioning hardware, end user issues, and poor customer service. ParkFlag considers Passport's purchase of Nupark as an opportunity to obtain superior enforcement software and hardware at the current contract price. Approval of the contract under consideration will provide access to the upgraded software and hardware at a price consistent with the former product and provide for the use of the system for multiple years.

Key Considerations:

Passport Labs Inc. software and services is necessary to continue ParkFLag operations.

Passport Labs Inc. has an ongoing relationship with Flowbird, ParkFlag's current parking kiosk vendor and Flowbird App operators. The two systems (hardware and software) integrate well.

The Passport Labs Contract, like the NuPark contract, will be procured via the National Cooperative Purchasing Alliance (NCPA). The NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and service by leveraging the purchasing power of public agencies in all 50 states.

The cost of the contract remains on the same scale as the current Nupark contract and will include improved equipment and services.

The purchase will include installation and training.

Community Benefits and Considerations:

Improved permitting system for customers
Improved enforcement software
Reduced customer and staff concerns
A better functioning parking program

Community Involvement:

Inform

Attachments:

Pasport SOW
Pasport RFP for NCPA Contract
Passport Response
NCPA Award Letter
Renewal Letter
Passport Presentation
CIty Cooperative Contract

Statement of Work

City of Flagstaff, AZ
April 8th, 2020

Project Overview

Scope of Work
- Configurations
  - Gateway and Merchant Processing
  - Citation Management
    - Legacy Citation Import
    - Citation Management (Back-Office)
    - OpsMan Mobile Monitoring and Issuance Application
    - Citation Lifecycle
    - Citation Payment Portal and Adjudication
      - Payments
      - Adjudication
    - Citation Price and Escalations
    - Automatic Late Notice Letter Sending
    - Scofflaw List Management and Notifications (Immobilization & Tow)
    - Registered Owner Information Lookup
  - Digital Permits Product
    - Legacy Permit Import
      - Manage Permits
      - Issue Permits
      - Approval Queue
      - Reporting
    - End-User Customer Portal
    - Customization with Client Branding
    - Portal Functionality
      - Application Workflow
      - Manage Permit
  - System Training
- Custom Integrations or Configurations
  - Flowbird (formerly known as Parkeon) Parking Meter Integration
  - Pragmatica LLC Integration
- Handheld Enforcement Hardware
  - Monitoring and Issuance Devices
  - Issuance Printers
  - Custom Citation Issuance Paper

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[Implementation Timeline](#)

[Assumptions & Notes](#)

[Project Change Control](#)

[Acceptance](#)

Project Overview

Passport will perform the migration of services for the City of Flagstaff, AZ (“City”) from the NuPark platform onto the Passport product set inclusive of the Citation Management (“CMP”) and Digital Permits (“DPP”) Products.

During this migration effort Passport will perform the architecture, design, implementation, and information transfer for the newly identified environment.

Scope of Work

Configurations

Gateway and Merchant Processing

Passport will utilize its existing PointNPay gateway integration, configured specifically with the City’s merchant processing credentials, to set up the City’s card processing service. The funds will flow through to the City’s PointNPay merchant account on a daily basis.

The City is responsible for paying all card processing fees to support the service.

Citation Management

Legacy Citation Import

Passport will import the legacy citation data that is available in NuPark. Passport will work with the City to determine what information needs to be migrated over from the existing provider’s system.

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All unpaid citations and warnings will be imported into Passport's system for the initial system launch. Passport will ensure that all warnings and unpaid citations are imported into Passport's system accurately. After the initial launch, Passport will work to import the paid citation data into the system for record keeping purposes.

Any imported record, whether it's a citation or a warning, will be available in Passport's system for search capabilities and reporting purposes.

Citation Management (Back-Office)

Passport will provide the City with direct access to the Passport Operator Management ("OpsMan") back-office system portal, which will enable daily operations management of reporting, citation management, payment tracking and audit data.

OpsMan includes the following citation management functionality:

- Fully hosted by Passport cloud services.
- Secured Access with user specific login credentials and custom privileges per user.
    - There is not a cap on the number of users that can be setup.
- Real-time aggregator of citation data from Passport's Android issuance application, OpsMan Mobile.
- Voids.
- Refunds / Reversals.
- Escalation Schedule Resets.
- On-Demand Letter Generation for staff use.
- Officer activity logging.
- Supports and provides maintenance/edits for the following data upon proper user permissions being set:
    - Violation Date.
    - Violation Time.
    - Violation Type.
    - Zone / Location.
    - Space Number.
    - License Plate Number.
    - Vehicle Identification Number.
    - License Plate State.
    - License Plate Type.
    - Vehicle Type.
    - Vehicle Color.
    - Vehicle Make.
    - Vehicle Model.
    - Violator First Name.

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    - Violator Last Name.
    - Violator Birthday.
    - Violator Email Address.
    - Violator Address.
    - Custom Fields that are set up specifically for the Client.
    - Violation Amount Due.
    - Violation Escalation Schedule Start Date.
- Access to on-demand Reporting tools, including:
    - Violation Summary Report (by Officer, Area, Location).
    - Violation Detail Print-Out (with photo images).
    - Voided Reason Report.
    - Officer Activity Log.
    - Officer Productivity.
    - Violation Print-Out Report.
    - Hot List (boot and tow eligible) of Vehicles.
    - Disposition Code Report.
    - Citation Audit Trail.
    - Open Appeals Report.
    - Appeal Disposition Summary Report.
    - Closed Appeal report.
    - Payments Report.
    - Merchant Report.
    - Cashiers Report.
        - Violation Batches Report.
    - Adjustment Report.
    - Find Payment by Card Tail Report.
- Online user knowledge base.
- Manual citation entry for handwritten violations.
- Audit Trail for citation processing and specific activities.
- Scofflaw listing generation for delivery to the OpsMan Mobile issuance application and the Genetec License Plate Recognition system.
    - The scofflaw list of eligible license plate numbers will be delivered to Genetec's system via Secure File Transfer Protocol ("SFTP") on a daily basis.
- In-office Payment Acceptance.
    - Passport does not accept in-person credit card payments.
        - All credit card payments need to be done online through the portal.
    - Passport will not integrate with a cash draw or check reader
        - Any cash payments will need to be manually logged in OpsMan Web.
        - Any check payments will need to be manually logged in OpsMan Web.

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OpsMan Mobile Monitoring and Issuance Application

Passport will deliver the monitoring and issuance application, OpsMan Mobile, to the City to be used in conjunction with the monitoring and issuance devices the City secures. Passport's OpsMan Mobile is an Android application that provides the following functionality:

- Secured permission-based access for application functionality.
- Seamless workflow for entering the required key data for each citation.
- Real-time citation issuance and back-office system upload for all violations.
- Real-time warning issuance and back-office system upload for all warnings.
- Real-time scofflaw indication notifications.
- Real-time permit indication notifications.
- Historical LPN violation issuance history notifications.
- Offline citation and warning issuance with automatic data upload upon reconnection.
- Time limit marking (electronic chalking).
    - One vehicle tire stem marking functionality.
    - Capability to print chalking marks on overtime violations. Stem value positioning marks are not able to be printed on the citation.
- Parking enforcement officers have the ability to print or not print the notes on the citations. Regardless of printing, all notes are available in the backend system, Operator Management.
- Citation reprints.
- Real-time citation voiding capabilities.
- Last second citation data input verification.
- Last second payment verification before issuance.
- Barcode printing.
- Violation cost increases for late penalties based on a set schedule.
- Color photographs that are electronically attached to each violation.

Citation Lifecycle

After a citation has been issued, the citation can be either paid or appealed before the citation begins to escalate in price after a certain number of calendar days of no action from the violator. Please see below for a dedicated overview of each of these scenarios.

Citation Payment Portal and Adjudication

Passport will provide a web portal for violators to make payment on their citation(s). The web portal will be visually configured to match the colors and logo preference of the City.

Payments

The web portal provides the following search and payment functionality:

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- Mobile friendly, city-branded portal that allows violators to search for and pay their citations online.
- Search by Citation Number, License Plate Number or VIN
    - Citation status indication is provided as well as full details on the specific citation.
    - External Note(s) and Photographic Evidence is provided to the violator for each citation viewed.
    - Payment capabilities.
- Online Payment Capabilities
    - Shopping cart style feature to allow single or multiple citations to be paid in one transaction.
    - Credit or Debit Card payment acceptance.
    - Email notification to the payer of payment.
- Payment integration with Point & Pay

Adjudication

Passport initially will not be configuring any appeals or hearing requests processes. The City understands that they will maintain the existing process of manually filling the hearing requests within Passport's back-office system and the court. After the hearing has been conducted with the court, the hearing decision will be manually entered into Passport's back-office system.

After a citation has been manually marked for adjudication within the back-office system, that citation's escalation schedule will pause until an adjudication decision has been made. Once a decision has been made, the citation will resume its escalation schedule.

At a future date not yet determined, Passport intends to work with the City and the court to build out an integration with the court to facilitate efficiencies within the appeals process. Once built, the workflow is intended to be as follows:

Violators will be provided with the ability to appeal their violation with the City through Passport's online portal. All submitted appeals will be accessed and reviewed initially via OpsMan by the City. Permitted OpsMan users will be provided with the ability to approve or mark for denial an appeal via the web based interface. Appeals that the City believes should be denied will need to be sent to the Flagstaff Municipal Court for a hearing. As such, the City must mark the appeal for denial within OpsMan.

All marked for denial appeals through OpsMan will be sent electronically to Pragmatica LLC for court hearing scheduling purposes. Hearing decisions made by the Flagstaff Municipal Court will need to be manually updated in OpsMan for each contested citation by the City.

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Passport will deliver contested hearing information to Pragmatica LLC so that Pragmatica LLC can then transmit this information to the court.

Please refer to the Custom Integrations or Configurations - Pragmatica LLC Integration for additional details.

After a citation has been submitted for an appeal or a hearing request, that citation's escalation schedule will pause until a decision has been made on the appeal or hearing request. Once a decision has been made, the citation will resume its escalation schedule.

Passport will ensure that a citation cannot be appealed or contested if it has been either paid or if the citation has aged passed 15 calendar days from the citation issuance date.

Citation Price and Escalations

Passport will configure the citations to be priced according to the current Parking Citation Fine Schedule as supplied by the City, with the most recent schedule being dated January 2019.

Passport understands that the City issues an initial Failure to Pay Meter warning for any vehicle that has not paid for their parking and that has not received a previous Failure to Pay Meter warning within the past 365 calendar days.

- Passport understands that the warning records are reset 365 calendar days after the initial warning is issued. This means that once 365 calendar days have elapsed post issuance, the violator is then eligible to receive another warning for a non-payment infraction rather than receiving a citation.

In addition, Passport will configure the previous ticket history within the issuance application to only show those citations issued within the last 365 calendar days.

Passport acknowledges that for certain violations, like the Failure to Pay Meter or Parked Without Parking Permit violation, prices are based on the number of previously issued violations for said violation types within 365 calendar days of a warning being issued.

Passport further understands that all citations will escalate in price by $50 if the citation remains unpaid after 15 calendar days.

With respect to all of the information acknowledged and understood by Passport as set forth herein, Passport shall ensure that its system integrates these requirements in a manner satisfactory to the City.

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Automatic Late Notice Letter Sending

Passport understands that it is the City's desire to print and ship the late notice letters to the violators itself. As such, Passport will deliver a website to the City that will act as a repository of the late notice letters that Passport's system has generated based on the citations lifecycles.

It is the City's responsibility to frequent the website to determine if any new late notice letters are available for printing and shipping. As citations age to the appropriate number of days post issuance, Passport's system will automatically generate the late notice letter PDF and deliver the letter to the website. This process will occur behind the scenes continuously.

When the City accesses the website, they will have the ability to print all of the outstanding late notice letters. If there is more than one late notice letter outstanding, then all outstanding late notice letters will be in the document that is printed to promote efficiency and save time. In other words, if two late notice letters are outstanding, rather than having to print each individual letter, clicking print will allow you to print both letters consecutively under one print job.

Trail items will be added to the back-office system indicating a late notice letter was mailed out for each citation when the late notice letter is delivered to the website.

Scofflaw List Management and Notifications (Immobilization & Tow)

Passport has the ability to maintain a scofflaw list and notify officers when an LPN or individual meets the immobilization or tow criteria. Passport understands that the City wishes to maintain a scofflaw list for boot and tow purposes.

Passport will work with the City to scope the level of effort and work required to set up and maintain a scofflaw list once the City is ready to move forward. Passport's setup of the scofflaw list is included as part of this SOW and Passport will proceed with this item upon notification from the City.

Registered Owner Information Lookup

Passport will provide registered owner lookup services to the City via NLETS. NLETS provides registered owner lookups in all 50 United States based on Passport providing NLETS with license plate information. In order to leverage the NLETS service, the City will be required to provide Passport with an executed NLETS Agency Authorization Form.

Registered owner information provided by NLETS will be pulled for each individual citation one day after the citation is issued. The registered owner information will be used to populate a late payment notice to the violator if they have not paid or appealed their violation within a certain amount of calendar days post issuance.

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The registered owner information will be able to be viewed within OpsMan for each issued citation if NLETS provides the registered owner information back to Passport.

NLETS provides current (at time of lookup) registered owner information and does not provide historical violator information. Please note that lookup success rates vary from roughly 80% to 95% based on the variance of data available in the unique DMV systems. This means that some lookups will fail based on missing correlating DMV data. This is not something that Passport can remedy or be accountable for.

Digital Permits Product

Legacy Permit Import

Passport will import the legacy permit data that is available in NuPark. This will include all permits that will be active during the transition as well as those with any and all past history. The following data fields can be supported through the import, with an indicator if the data field is required during the import:

Permit Information Data Fields:

- Permit Number - Required
- Permit Issue Date - Required
- Permit Type - Required
- Permit Cycle - Required
- Zone Name - Required
- Permit Holder First Name - Required
- Permit Holder Last Name - Required
- Permit Holder Email Address
    - Required if there's no phone number
- Permit Holder Phone Number
    - Required if there's no email address
- Permit Holder Address - Required
- Permit Holder Address 2
- Permit Holder City - Required
- Permit Holder State - Required
- Permit Holder Zip Code - Required
- License Plate Number - Required
- License Plate State - Required
- License Plate Type - Required
- Vehicle Make
- Vehicle Model
- Vehicle Color

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- Waitlist Position
- Permit Notes

Passport will provide the City with direct access to its back-office portal, Operator Management ("OpsMan"), that allows permit system administrators to manage their entire permit system, including the approval queue, waitlists, and reports. The back office portal also allows administrators to manage customer accounts and issue permits.

Manage Permits

Manage permits functions as a search user interface to quickly search for a specific permit and then take an action:

Core functionality includes:

- Viewing a permit's status and general details
- View and add notes to a permit
- View the historical actions taken on a permit
- View the user associated with the permit
- View the payment history of the permit
- Email or print previous receipts
- Edit unrestricted Permit details
- Update the status of a permit: disable or cancel
- Renew and apply payments to permits
    - Passport does not accept in-person credit card payments.
        - All in-person credit card payments need to be done online through the portal or manually logged in OpsMan Web after being processed through an external system.
    - Passport will not integrate with a cash draw or check reader
        - Any cash payments will need to be manually logged in OpsMan Web after being processed through an external system.
        - Any check payments will need to be manually logged in OpsMan Web after being processed through an external system.

Issue Permits

Issue permits functions as a quick action drawer user interface to manually issue permits through the back-office system.

Core functionality Includes:

- Waitlist / limit information
- Eligibility requirement and document submission override

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Approval Queue
The approval queue functions as a single first in, first out list with searching capabilities. Individual applications can be inspected via a drawer user interface within the same page. Relevant Search and Filtering capability is also provided.

The approval queue can be filtered for specific permit types.

Approving or rejecting a permit application can be completed from the inspection view, progressively over the list order or in bulk from the main list view.

Core functionality includes:

- Inspect, approve or reject applications

Reporting

Reports are made available within the City portal. All reports are presented as a list with the ability to filter for reports. The digital permits product has three core reports available:

- Exportable permit payment and refund report
    - All cashflow shown in one report.
    - Allows filtering by date range
- Exportable permit zone report
    - Allows filtering by zone, status, and/or date range.
- Exportable permit detail report
    - Allows filtering by type, cycle, status, and/or date range.

Employee/Fleet Account Management

Passport's employer permits module allows the City to centralize the management of all permits associated to a single employer, under one single account, controlled by appointed administrators. This functionality includes better management experience for large scale employers, easier billing, and enables custom limitations, rules, or pricing that would not be available to individual permits. Accounts can have multiple administrators who have the ability to add, update, or disable permits as needed. The ability to make payments or take other billing related actions, however, is limited to one single administrator.

End-User Customer Portal

Passport will provide the Client with a web-based portal that is publicly accessible and allows permit applicants/holders to apply, purchase, and manage their permit(s).

Customization with Client Branding

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The permit portal will be accessible online at a white-labeled domain name determined by Passport with feedback provided by the City. The permit portal provides the following branding capabilities:

- City's logo - no color adjustments can be accomodated.
    - The Client must provide JPEG (or similar format) of their logo.
- One primary and secondary color should be defined by City
- URL
    - The URL for end-user customer portal will be <subdomain>permits.rmcpay.com

Portal Functionality

The following functionality will be available to the end-users through the customer portal:

- View available permit types
- View waitlist position
- Complete an online application to apply for the permits
    - Upload supporting collateral to meet permit qualification requirements (i.e. Proof of Residency, vehicle registration, etc.)
- Shopping cart style checkout for purchasing multiple permit payments.
- Add / remove debit or credit cards
- Auto-renewals
- FAQ's

Application Workflow

Permit applications function as a stepped, progressive series of data collection covering all information required of the applicant. The workflow allows open selection and application for any permit type.

- All applications are started by selecting a permit type.

Core functionality includes:

- Ad hoc custom fields for required vehicle or permit holder / applicant information
- Requirement validation on input fields
- Proof of Eligibility document upload

Manage Permit

Core functionality includes:

- Permit details: view general details and call to act to manually renew if eligible

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- Permit holder Information: view / edit all fields related to the permit holder
- Vehicle Holder Information: view / edit all fields related to a vehicle, add and remove vehicles, if allowed.
- Payment History: view all previous payments and refunds toward the individual permit as well as downloading payment receipts.

System Training

Once a majority of the project milestones have been completed and the target launch date is confirmed, Passport will work with the Client to set-up the remote web-based training plan. Passport will assist the Client with determining who should be involved in the training sessions and when they should occur from a scheduling perspective around the target go-live date.
Passport will host a training session with any Client employees who will interact with the new Passport Parking system. Passport recommends that all parking staff, anyone responsible for the adjudication of parking citations, Client accountants, and enforcement managers be present for training. Passport will work with the Client if additional training sessions are required.

All training is done via a "Train the Trainer" method, equipping each person present with the tools and knowledge to train their teams now and in the future.

Custom Integrations or Configurations

Flowbird (formerly known as Parkeon) Parking Meter Integration

Passport will integrate with Flowbird's license plate based parking meters for the purpose of monitoring parking meter parking sessions.

Pragmatica LLC Integration

Passport will integrate with Pragmatica LLC for the purpose of providing registered owner and violator information to the Flagstaff Municipal Court for contested citation hearing adjudication.

Passport will provide Pragmatica LLC with a workflow document to define the integration once technical scoping on the integration has been completed.

This integration will not be initially available for the City and will need to be scoped when the City would like to move forward.

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Handheld Enforcement Hardware

Monitoring and Issuance Devices

Monitoring and Issuance Devices
Passport's OpsMan Mobile application is required to be run on either a Samsung Galaxy S8 or Samsung Galaxy S9.

- It is the City's responsibility to purchase the devices.
- The City is responsible for the data plans associated with all of the devices.
- Passport will credit the City $2,400 for the initial devices and data plans.

The City is responsible for the cost of purchasing any additional devices beyond the original purchase that Passport will credit to the City.

Issuance Printers

Passport requires the use of Zebra Thermal ZQ320 wireless bluetooth printers.

- Passport will secure, configure, and deliver six (6) Zebra Thermal ZQ320 wireless bluetooth printers.
    - The cost owed to Passport by the City for each printer is $600.

The City is responsible for the cost of purchasing any additional printers beyond the original purchase as well.

Custom Citation Issuance Paper

- Passport will customize the front of the citation to include the City's name, the online payment and appeal portal website, the required values/fields for printing, the layout, barcodes, and other stylistic requirements.
- The City may choose to customize the back of the citation, including information related to payment options, the boot/tow process and the appeals process.
- Passport will work with the City to create the digital proof of the citation paper. Passport will place the initial order and all subsequent orders for paper. Passport will not order paper unless they are provided with written approval from the City.
    - Paper cost and inventory tracking will be the City's responsibility.
    - Paper orders take 4-5 weeks to process for both initial orders and subsequent orders. This cannot be expedited.
    - The price per roll for custom paper is dependent on the quantity ordered. Pricing is subject to change due to variable rates from the 3rd party vendor:

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Quantity	50 Rolls	150 rolls	500 rolls	2000 rolls
Price Per Roll	$21.19	$9.13	$4.85	$3.36

Implementation Timeline

Passport has a general implementation plan that has been built off best practices; however, the finalized implementation plan will be created following the kick-off call between Passport and the City. Each week the designated project manager will hold a call with the City's project team to brief them on what stage the project is in, what was accomplished in the last week, outstanding items, and what steps will be taken for next week. Following the call, the project manager will send an email to the City, recapping what was discussed.

Assumptions & Notes

While performing these services, Passport will rely upon the concerted engagement, direction, authorization, approvals or other information provided by the City's primary stakeholder and technical teams.

The Client's Project Manager and respective team will be responsible for contributing to and reviewing Weekly Status Reports and reporting Project issues.

Additional City responsibilities include:

- Providing operational information in a timely manner.
- Providing a list of stakeholders for preliminary implementation.
- Making a good faith effort to facilitate the continued progress of the implementation.
- Perform user acceptance testing to confirm the accuracy of configured attributes in the system.
- Provide written approval on each aspect of the system.

Deliverables or activities not specifically identified as in scope throughout this document are by definition out of scope, unless accompanied by an approved Scope Change Order.

Project Change Control

Changes may be required to manage unanticipated or new information that may arise during the course of the implementation and delivery of this solution that impacts an existing (or creates a

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new) deliverable, restriction, milestone, or dependency. This Project Change Control process is meant to enforce a process to ensure changes are tracked and approved appropriately throughout the project.

Process

- A Passport representative will complete a Scoping Change Order form describing the exchange to be evaluated.
- Passport will perform an impact assessment (cost, schedule, risk, etc) and provide a recommendation for how to achieve the City's objectives in the context of the latest information.
- The City will decide whether or not to proceed with Passport's recommendation or to suggest an alternative approach.
- If the Change Request is approved by the City and returned back upon full execution, then the Change Request document will be incorporated as part of the Statement of Work.

Timeline Effects

- Upon approval by all parties, the impact assessment associated with such a change request shall augment any prior commitments or estimates of timeline and pricing in this Statement of Work, which shall no longer apply. Passport will use commercially reasonable efforts to maintain the timeline and cost associated with this Statement of Work, augmented by any and all Change Request(s) approved by all parties.

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Acceptance

Please indicate your acceptance of this Statement of Work by signing below. Any changes to this Statement of Work shall be approved by both parties and may result in additional costs.

City of Flagstaff, AZ

Authorized Name: _____

Title: _____

Signature: _____

Date: _____

Passport Labs, Inc.

128 S. Tryon St. Suite 2200 Charlotte, NC 28202

Authorized Name: _____

Title: _____

Signature: _____

Date: _____

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Request for Proposal (RFP) for Integrated Parking Management System

Solicitation Number: 26-16

Publication Date: Thursday, September 29th, 2016

Notice to Respondent:

Submittal Deadline: Thursday, November 3rd, 2016 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, October 27th, 2016. All questions and answers will be posted to http://www.ncpa.us/solicitations.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Integrated Parking Management System for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Integrated Parking Management System, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.

Competitive Solicitation by

Region 14 Education Service Center

For

Integrated Parking Management System

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 26-16

Introduction / Scope

- Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Integrated Parking Management System.

- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

- Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

- Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.

- National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.

- It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

- Submission of Response
  - Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
  - Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- Required Proposal Format
  - Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

- Binder Tabs
  - Tab 1 – Signature Form
  - Tab 2 – NCPA Administration Agreement
  - Tab 3 – Vendor Questionnaire
  - Tab 4 – Vendor Profile
  - Tab 5 – Products and Services / Scope
  - Tab 6 - References
  - Tab 7 - Pricing
  - Tab 8 – Value Added Products and Services
  - Tab 9 – Required Documents

- Shipping Label
  - The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

    From: _____
    Company: _____
    Address: _____
    City, State, Zip: _____
    Solicitation Name and Number: _____
    Due Date and Time: _____

Tab 1 – Master Agreement
General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Assignment of Contract
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 14 ESC and the vendor.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- Adding authorized distributors/dealers

  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

- Pricing

  - <u>All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor.</u> It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- Warranty
  - Proposals should address each of the following:

    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment

- Indemnity

  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or

vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.

- Force Majeure
    - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
    - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty
- Prevailing Wage
    - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- Miscellaneous
    - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- Open Records Policy
    - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms.
- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $1 - $2 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

- Clarifications / Discussions

  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- Multiple Awards

  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

- Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.

- References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services

- Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance ("NCPA") and _____ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Integrated Parking Management System;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- Term of Agreement
  - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

- Fees and Reporting
  - The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

  - Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- General Provisions
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
  - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
  - All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:		**Vendor:**	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Somoa
☐ Federated States of Micronesia
☐ Guam
☐ Midway Islands
☐ Northern Marina Islands
☐ Puerto Rico
☐ U.S. Virgin Islands

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
    - Minority / Women Business Enterprise
      - Respondent Certifies that this firm is a M/WBE ☐
    - Historically Underutilized Business
      - Respondent Certifies that this firm is a HUB ☐
- Residency
  - Responding Company's principal place of business is in the city of _____, State of _____
- Felony Conviction Notice
  - Please Check Applicable Box;
    - ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
    - ☐ Is not owned or operated by anyone who has been convicted of a felony.
    - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
  - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- Distribution Channel
  - Which best describes your company's position in the distribution channel:
    - ☐ Manufacturer Direct
    - ☐ Authorized Distributor
    - ☐ Value-added reseller
    - ☐ Certified education/government reseller
    - ☐ Manufacturer marketing through reseller
    - ☐ Other: _____
- Processing Information
  - Provide company contact information for the following:
    - Sales Reports / Accounts Payable

      Contact Person: _____
      Title: _____
      Company: _____
      Address: _____
      City: _____ State: _____ Zip: _____
      Phone: _____ Email: _____

- Purchase Orders

  Contact Person: _____
  Title: _____
  Company: _____
  Address: _____
  City: _____ State: _____ Zip: _____
  Phone: _____ Email: _____

- Sales and Marketing

  Contact Person: _____
  Title: _____
  Company: _____
  Address: _____
  City: _____ State: _____ Zip: _____
  Phone: _____ Email: _____

- Pricing Information
  - In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
    - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

    ☐ Yes ☐ No
  - Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

    ☐ Yes ☐ No
  - Vendor will provide additional discounts for purchase of a guaranteed quantity.

    ☐ Yes ☐ No

- Cooperatives
  - List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- Company's official registered name.
- Brief history of your company, including the year it was established.
- Company's Dun & Bradstreet (D&B) number.
- Company's organizational chart of those individuals that would be involved in the contract.
- Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.
- Define your standard terms of payment.
- Who is your competition in the marketplace?
- Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations
- What differentiates your company from competitors?
- Describe how your company will market this contract if awarded.
- Describe how you intend to introduce NCPA to your company.
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- Green Initiatives
  - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- Vendor Certifications (if applicable)
  - Vendors must provide copies of the following certifications:
    - PCI PA-DSS Level 1
    - SAS 70 Type II
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

- The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

- **Payment Options -** The mobile payment for parking system must have the following payment options:

  - Mobile payment system (IVR)
  - Pay by mobile application
  - Pay by web

- **Mobile payment for parking system (IVR) -** The vendor must provide an IVR system with the following requirements:

  - Users can call a toll free or local number.

  - The system recognizes the user (account) based on the incoming number.

  - One account can be associated with multiple landline or cellular phone numbers.

  - The IVR system must recognize user inputs by touch tones and speech.

  - The IVR system must have menu options and dialog, including:

    - Begin parking - One account can hold multiple vehicles (license plate numbers). The system must allow the user to choose a vehicle if multiple vehicles are on the account.
    - Extend parking - The system must have the ability to restrict extensions that are beyond the maximum length of stay. The system must have the ability to reject purchases on the same block for a set amount of time after a maximum purchase.
    - Sign up as a new user

  - If a user selects the option to begin parking, the system must:

    - Prompt for a meter/block/zone ID.
    - Query the parking system inventory to confirm that parking is permitted at the current time.
    - Prompt for the time to park - The system must have the ability to impose a minimum time purchase. The system must have the ability to restrict purchases to increments of time. The system must reject an entry greater than the length of stay.
    - Confirm that the purchase is complete.

- Prompt whether to remind the user that the parking session is set to expire with an automated SMS or email.
- Prompt for the number of minutes before the expiration to send the reminder.

➢ If a user selects the option to extend parking, the system must:

- Verify that there is a currently active parking session.
- Prompt for the time to extend.
- Confirm that the extension is complete.

♦ **Pay by Mobile Application -** The vendor must provide smart phone applications with the following requirements:

➢ Mobile applications need to support existing and new Android, iOS, BlackBerry and Windows Mobile 7 versions, in addition to a browser version.

➢ Applications can be downloaded from the Android Marketplace or Apple Store, or equivalent.

➢ Applications can be downloaded or redirected from the vendor's website.

➢ Applications can be downloaded or redirected from NCPA's website.

➢ When a user launches the application, it must:

- Prompt for the username and password (for registered users). The application must have the ability to save the username and password to expedite future log ins.
- Provide an interface to sign up as a new user.

➢ Upon logging in, the application must have the following options, with identical functionality to that of the IVR system:

- Begin parking via GPS, QR Code, NFC or manual entry.
- Extend parking.
- Check account balance.
- Recharge account with credit card on file.

➢ In addition, the application must also have the following functionality:

- Manage account: Add, remove, or edit a credit card.
- Manage account: Add, remove, or edit a vehicle.
- Manage account: Select a primary vehicle.
- Manage account : Add funds to the account from a credit card
- Transaction history showing all paid parking sessions by: Date and time, Duration, Rate, Total amount, Payment method, License plate number, Meter/block/zone ID.

➢ For new or extended parking sessions, the application must:

- Remind the customer that the session is about to expire with a push notification on the phone. The user must be able to turn this feature on or off.

➢ The application must have industry-level standards to encrypt and secure credit card and other personal data.

♦ **Pay by Web -** The system must provide a website with the following requirements:

➢ Participant must have the option to have a customized website (e.g. http://www...com/NCPA) or use the participant's standard website.

➢ Support desktop and mobile browsers.

➢ When a user launches the website, it must:

- Prompt for the username and password (for registered users). The website must have the ability to save the username and password locally on the device (PC or phone) to expedite future logins.
- Provide an interface to sign up as a new user.

➢ Upon logging in, the website must have the following options, with identical functionality to that of the mobile application:

- Begin parking.
- Extend parking.
- Check account balance.
- Recharge account with credit card on file.
- Manage account.
- Transaction history.

➢ The application must have industry-level standards to encrypt and secure credit card and other personal data.

♦ **Account Management -** The system must provide multiple ways for a user to manage his or her mobile payment for parking system account. This section contains the requirements for account management.

➢ All interfaces for account management must have industry-level standards to encrypt and secure credit card and other personal data.

➢ Users must be able to create and manage accounts through a website (desktop and mobile versions), mobile application, IVR system, and through a live customer service representative.

➢ Users must be able to create new accounts with the following parameters:

- Username (email).
- Password.
- Phone number(s).

- License plate number(s).
- Credit card number.
- Billing name and address.

- Users must be able to access a history of all transactions made on an account and be able to view reports and receipts showing:

  - Date and time.
  - Duration.
  - Rate.
  - Total amount.
  - Payment method.
  - License plate number.
  - Meter/block/zone ID.

- Users must able to configure reminders for session expirations, including the ability to:

  - Enable or disable reminders.
  - Configure the type of reminder (SMS or email).

- When funding an account, the system must have the ability to impose a minimum charge/recharge amount.

- The system must have the ability to automatically notify a user and/or recharge the account if the account balance falls below a certain amount.

- The system must be able to support both pay per transaction and pay out of a "mobile wallet" models.

  - The participant must explain any difference in cost between these two models.

Administrator Requirements

- **Administrator Portal** - The system must provide a website accessible only to designed system administrators.

  - Customer service representatives must be able to create and manage user accounts.

  - Customer service representatives must be able to activate or deactivate mobile payment system user accounts.

  - Administrators must be able to run reports on transactions and accounts.

  - Administrators must have an interface to query transactions for ticket adjudication purposes.

- **Reporting** - The system must provide reporting functionality to designated administrators of the system. These reports must include data on:
  - Transactions made by:
    - License plate number.
    - Phone number.
    - Username/account number.
    - Date and time.
    - Duration.
    - Rate.
    - Total amount.
    - Payment method.
    - License plate number.
    - Meter/block/zone ID.
  - Account sign ups.
  - Account charges/recharges.
  - The system must allow reports to be exported to:
    - Microsoft Excel.
    - Text files.
    - Database flat files.
    - Direct connection with another database.
  - Reports must be available for viewing or download within reasonably time. The participant must provide performance metrics on its reporting tool, with scenarios such as:
    - Number of new accounts per week.
    - Amount of transactions per day by meter/block/zone ID.
    - All transactions in a calendar year.
- **Parking System Inventory** - The system must have the option for a web-based tool to manage the inventory of the parking system. This section describes the requirements of the inventory management tool.
  - The inventory must hold information on each meter/block/zone, including its:
    - ID.
    - Address.
    - Status (active or inactive).
    - Rate.
    - Hours of operation.
    - Hours of restrictions.
    - Maximum length of stay.

- Once a change is made to the inventory, the system must be either updated immediately or queued for update at a set time.

- An administrator must be able to use the tool to manually update the attributes of a single meter/block/zone.

- An administrator must be able to import a file to update the entire inventory.

Other Technical Requirements

- **Data Security -** The system must exercise industry standard protocols to ensure the protection of any data stored and transmitted in the system, including:

  - Securing physical servers, storage, etc.

  - Firewalls to protect against unauthorized access.

  - SSL encryption on websites.

  - PCI PA-DDS level 1 compliant on all applicable data.

  - SAS 70 Type II certified before the Notice of Award.

  - The participant must minimize NCPA's exposure to sensitive data, such as:

    - Credit card numbers.
    - Personal information of users.
    - The participant must describe its data security plan and disclose any breaches of security.

- **System Availability** - The system must provide redundant/failsafe servers which ensure at least 99.9% uptime of all components of the system, including:

  - IVR, including the availability of live customer service representatives.

  - Mobile applications.

  - User and administrator websites.

  - Integration with existing multi space meters (only for the integration part for which the participant is responsible).

  - Integration with existing enforcement systems (only for the integration part for which the participant is responsible).

  - The proposed system must be able to handle up to 50 million mobile payment transactions per year, including up to 12,000 transactions per hour.

- The system must provide system uptime reports from the past 4 years and also provide a plan to scale the system to support additional users and transactions.

Integration

- **Multi space meters -** The system must be able to communicate with the back office system of the existing multi space meters. The system must have the following requirements:
  - Send each transaction to the existing back office system or a 3rd party system as it happens in real-time.
  - Accept transactions sent from the back office system or a 3rd party system.
  - The participant must provide examples of data formats and delivery methods used to communicate transactions to and from external systems.
- **Enforcement -** The system must be able to communicate with any enforcement system. The system must have the following requirements:
  - Allow a device to query the payment status of a vehicle through its license plate number using an API provided by the vendor that is compatible with:
    - Android.
    - iOS.
    - Blackberry.
    - Windows Mobile.
    - A platform agnostic web service.
  - Allow a device to query a list of paid vehicles through a meter/block/zone ID.
  - Allow a license plate recognition system to query the payment status of a vehicle through its license plate number.
  - Pull or receive a list of license plate numbers flagged by law enforcement.
  - The system must be able to send an alert when a matching vehicle makes a parking transaction.
  - The participant must provide examples of their enforcement integration models with other clients.

Marketing

The vendor must provide examples of marketing plans used in other cities or markets. In addition:

- The vendor must provide an initial marketing plan to promote the use of the system, including details on the message, medium, location, and frequency of marketing.

- The vendor must provide a comprehensive recurring marketing plan.

- The vendor must supply all promotional and operational graphics, excluding the street signage used to identify meter/block/zone IDs.

All marketing plans and materials shall be approved by NCPA prior to implementation.

Customer Service

- **End User Customer Service -** The vendor must provide the following customer services to end users:

  - Live operators available 24/7 to create accounts and resolve issues.
  - Language support for:

    - English.
    - Spanish (if available).

  - Customers looking to establish contact with a live operator must be provided the option at the start of a parking action.

  - Callers seeking a live operator must not be on hold for longer than 2 minutes.

  - Music and updated messaging must be provided during calls on hold.

  - Customers looking to find parking must be provided a web-based or mobile app based map, or other method of locating metered parking.

The vendor must provide a customer support plan that includes projected call volumes and number of support staff available.

- **NCPA Support -** The vendor must provide the following services to NCPA:

  - Technical support during normal business hours of 8:30 am to 6:00 pm, (EST).

  - Engineering staff to perform development, testing, and deployment.

  - Response times of less than 30 minutes for urgent issues.

  - Resolution of urgent issues in less than 2 hours.

The vendor must provide examples of development project plans and issue resolution processes with other clients.

Training

The vendor must provide training to personnel designated by NCPA and cooperating agencies in the following areas:

- Use of payment methods.
- Use of any websites designed for users and administrators.
- Use of any enforcement tools.

The vendor must also provide training for end users, including, but not limited to a frequently asked questions (FAQ) section and/or instructional videos on the vendor's website.

Deployment

The vendor must provide examples of deployment plans with other clients that include the following:

- Development schedule.
- Testing schedule.
- Roll out schedule.
- Marketing schedule.
- Training schedule.

The participant must provide a tentative deployment schedule for NCPA that includes all services.

Additional Integrated Services

The vendor must incorporate additional integrated services and pricing to their proposal, including but not limited to:

- Digital virtual permit management system for monthly, residential, visitor and other parking related permits
    - The whole life cycle of a permit must be automated.
    - Registration, application, (auto renewal) payments, approval (if applicable), and issuance must be performed online.
    - Permits can be assigned to the vehicle's license plate number, send to the permit holder's smart phone or other mobile device or printed at home.

- Online personal account for permit holder to update information and manage their account.
- Waiting list and mass email functionality.

- Central database repository for aggregated parking data (analysis), central enforcement and integration of several parking methods and technologies, such as but not limited to:

  - Mobile payments for parking system.
  - Pay by plate (multi space meter).
  - Digital permit management system.
  - Enforcement.

- Access for mobile payment users to gated parking facilities via:

  - QR Code, either via scanning within a mobile app or scanning at the gate.
  - Near Field Communication (NFC).
  - RFID or Proximity Cards.
  - License Plate Recognition (LPR).

- Electrical Vehicle Charging.

- Event permit system, either via mobile payments for parking system (temporary event rate override of regular parking rates).

- Integrations with all major meter equipment, ticket software applications and sensor technology providers.

Tab 6 – References

- Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- All references should include the following information from the entity:
  - Entity Name
  - Contact Name and Title
  - City and State
  - Phone
  - Years Serviced
  - Description of Services
  - Annual Volume

Tab 7 – Pricing

- Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor's List Price
  - Percent Discount to NCPA participating entities

- Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

- Not To Exceed Pricing
  - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 9 – Required Documents

- Clean Air and Water Act / Debarment Notice

- Contractors Requirements
- Antitrust Certification Statements
- FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as

amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor _____

Print Name _____

Address _____

City, Sate, Zip _____

Authorized signature _____

Date _____

Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and 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. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
    a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
    b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
    c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
    d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
    e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
    f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
    a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
    a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
        1) The copyright in any work developed under a grant or contract; and
        2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

   b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicablerequirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this

Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.	Cities, Towns, Villages and Boroughs in Oregon
1	CEDAR MILL COMMUNITY LIBRARY
2	CITY COUNTY INSURANCE SERVICES
3	CITY OF ADAIR VILLAGE
4	CITY OF ALBANY
5	CITY OF ASHLAND
6	CITY OF ASTORIA OREGON
7	CITY OF AUMSVILLE
8	CITY OF AURORA
9	CITY OF BEAVERTON
10	CITY OF BOARDMAN
11	CITY OF BURNS
12	CITY OF CANBY
13	CITY OF CANNON BEACH OR
14	CITY OF CANYONVILLE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT
16	CITY OF CLATSKANIE
17	CITY OF COBURG
18	CITY OF CONDON
19	CITY OF COOS BAY
20	CITY OF CORVALLIS
21	CITY OF COTTAGE GROVE
22	CITY OF CRESWELL
23	CITY OF DALLAS
24	CITY OF DAMASCUS
25	CITY OF DUNDEE
26	CITY OF EAGLE POINT
27	CITY OF ECHO
28	CITY OF ESTACADA
29	CITY OF EUGENE
30	CITY OF FAIRVIEW
31	CITY OF FALLS CITY
32	CITY OF GATES
33	CITY OF GEARHART
34	CITY OF GERVAIS
35	CITY OF GOLD HILL
36	CITY OF GRANTS PASS
37	CITY OF GRESHAM
38	CITY OF HAPPY VALLEY
39	CITY OF HILLSBORO
40	CITY OF HOOD RIVER
41	CITY OF JOHN DAY
42	CITY OF KLAMATH FALLS
43	CITY OF LA GRANDE
44	CITY OF LAKE OSWEGO
45	CITY OF LAKESIDE
46	CITY OF LEBANON
47	CITY OF MALIN
48	CITY OF MCMINNVILLE
49	CITY OF MEDFORD
50	CITY OF MILL CITY
51	CITY OF MILLERSBURG
52	CITY OF MILWAUKIE
53	CITY OF MORO
54	CITY OF MOSIER
55	CITY OF NEWBERG
56	CITY OF NORTH PLAINS
57	CITY OF OREGON CITY
58	CITY OF PHOENIX
59	CITY OF PILOT ROCK
60	CITY OF PORT ORFORD
61	CITY OF PORTLAND
62	CITY OF POWERS
63	CITY OF REDMOND
64	CITY OF REEDSPORT
65	CITY OF RIDDLE
66	CITY OF SALEM
67	CITY OF SANDY
68	CITY OF SANDY
69	CITY OF SCAPPOOSE
70	CITY OF SEASIDE
71	CITY OF SHADY COVE
72	CITY OF SHERWOOD
73	CITY OF SPRINGFIELD
74	CITY OF ST. PAUL
75	CITY OF STAYTON
76	CITY OF TIGARD, OREGON
77	CITY OF TUALATIN, OREGON
78	CITY OF WARRENTON
79	CITY OF WEST LINN/PARKS
80	CITY OF WILSONVILLE
81	CITY OF WINSTON
82	CITY OF WOOD VILLAGE
83	CITY OF WOODBURN
84	CITY OF YACHATS
85	FLORENCE AREA CHAMBER OF COMMERCE
86	GASTON RURAL FIRE DEPARTMENT
87	GLADSTONE POLICE DEPARTMENT
88	HOUSING AUTHORITY OF THE CITY OF SALEM
89	KEIZER POLICE DEPARTMENT
90	LEAGUE OF OREGON CITIES
91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
92	METRO
93	MONMOUTH - INDEPENDENCE NETWORK
94	PORTLAND DEVELOPMENT COMMISSION
95	RAINIER POLICE DEPARTMENT
96	RIVERGROVE WATER DISTRICT
97	SUNSET EMPIRE PARK AND RECREATION
98	THE NEWPORT PARK AND RECREATION CENTER
99	TILLAMOOK PEOPLES UTILITY DISTRICT
100	TUALATIN VALLEY FIRE & RESCUE
101	WEST VALLEY HOUSING AUTHORITY

No.	Counties and Parishes
1	ASSOCIATION OF OREGON COUNTIES
2	BENTON COUNTY
3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
4	CLATSOP COUNTY
5	COLUMBIA COUNTY, OREGON
6	COOS COUNTY HIGHWAY DEPARTMENT
7	CROOK COUNTY ROAD DEPARTMENT
8	CURRY COUNTY OREGON
9	DESCHUTES COUNTY
10	DOUGLAS COUNTY
11	GILLIAM COUNTY
12	GILLIAM COUNTY OREGON
13	GRANT COUNTY, OREGON
14	HARNEY COUNTY SHERIFFS OFFICE

15 HOOD RIVER COUNTY
16 HOUSING AUTHORITY OF CLACKAMAS COUNTY
17 JACKSON COUNTY HEALTH AND HUMAN SERVICES
18 JEFFERSON COUNTY
19 KLAMATH COUNTY VETERANS SERVICE OFFICE
20 LAKE COUNTY
21 LANE COUNTY
22 LINCOLN COUNTY
23 LINN COUNTY
24 MARION COUNTY , SALEM, OREGON
25 MORROW COUNTY
26 MULTNOMAH COUNTY
27 MULTNOMAH COUNTY
28 MULTNOMAH LAW LIBRARY
29 NAMI LANE COUNTY
30 POLK COUNTY
31 SHERMAN COUNTY
32 UMATILLA COUNTY, OREGON
33 UNION COUNTY
34 WALLOWA COUNTY
35 WASCO COUNTY
36 WASHINGTON COUNTY
37 YAMHILL COUNTY
1 BOARD OF WATER SUPPLY
2 COUNTY OF HAWAII
3 MAUI COUNTY COUNCIL

No. Higher Education

1 BIRTHINGWAY COLLEGE OF MIDWIFERY
2 BLUE MOUNTAIN COMMUNITY COLLEGE
3 CENTRAL OREGON COMMUNITY COLLEGE
4 CHEMEKETA COMMUNITY COLLEGE
5 CLACKAMAS COMMUNITY COLLEGE
6 COLUMBIA GORGE COMMUNITY COLLEGE
7 GEORGE FOX UNIVERSITY
8 KLAMATH COMMUNITY COLLEGE DISTRICT
9 LANE COMMUNITY COLLEGE
10 LEWIS AND CLARK COLLEGE
11 LINFIELD COLLEGE
12 LINN-BENTON COMMUNITY COLLEGE
13 MARYLHURST UNIVERSITY
14 MT. HOOD COMMUNITY COLLEGE
15 MULTNOMAH BIBLE COLLEGE
16 NATIONAL COLLEGE OF NATURAL MEDICINE
17 NORTHWEST CHRISTIAN COLLEGE
18 OREGON HEALTH AND SCIENCE UNIVERSITY
19 OREGON UNIVERSITY SYSTEM
20 PACIFIC UNIVERSITY
21 PORTLAND COMMUNITY COLLEGE
22 PORTLAND STATE UNIV.
23 REED COLLEGE
24 ROGUE COMMUNITY COLLEGE
25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
26 TILLAMOOK BAY COMMUNITY COLLEGE
27 UMPQUA COMMUNITY COLLEGE
28 WESTERN STATES CHIROPRACTIC COLLEGE
29 WILLAMETTE UNIVERSITY
1 ARGOSY UNIVERSITY
2 BRIGHAM YOUNG UNIVERSITY - HAWAII
3 COLLEGE OF THE MARSHALL ISLANDS
4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
5 UNIVERSITY OF HAWAII AT MANOA

No. K - 12

1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
3 BAKER SCHOOL DISTRICT 5-J
4 BANDON SCHOOL DISTRICT
5 BANKS SCHOOL DISTRICT
6 BEAVERTON SCHOOL DISTRICT
7 BEND / LA PINE SCHOOL DISTRICT
8 BEND-LA PINE SCHOOL DISTRICT
9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
10 CANBY SCHOOL DISTRICT
11 CANYONVILLE CHRISTIAN ACADEMY
12 CASCADE SCHOOL DISTRICT
13 CASCADES ACADEMY OF CENTRAL OREGON
14 CENTENNIAL SCHOOL DISTRICT
15 CENTRAL CATHOLIC HIGH SCHOOL
16 CENTRAL POINT SCHOOL DISTRICT NO. 6
17 CENTRAL SCHOOL DISTRICT 13J
18 CLACKAMAS EDUCATION SERVICE DISTRICT
19 COOS BAY SCHOOL DISTRICT
20 COOS BAY SCHOOL DISTRICT NO.9
21 COQUILLE SCHOOL DISTRICT 8
22 COUNTY OF YAMHILL SCHOOL DISTRICT 29
23 CRESWELL SCHOOL DISTRICT
24 CROSSROADS CHRISTIAN SCHOOL
25 CULVER SCHOOL DISTRICT NO.
26 DALLAS SCHOOL DISTRICT NO. 2
27 DAVID DOUGLAS SCHOOL DISTRICT
28 DAYTON SCHOOL DISTRICT NO.8
29 DE LA SALLE N CATHOLIC HS
30 DESCHUTES COUNTY SD NO.6 - SISTERS SD
31 DOUGLAS COUNTY SCHOOL DISTRICT 116
32 DOUGLAS EDUCATION SERVICE DISTRICT
33 DUFUR SCHOOL DISTRICT NO.29
34 ELKTON SCHOOL DISTRICT NO.34
35 ESTACADA SCHOOL DISTRICT NO.108
36 FOREST GROVE SCHOOL DISTRICT
37 GASTON SCHOOL DISTRICT 511J
38 GEN CONF OF SDA CHURCH WESTERN OR
39 GLADSTONE SCHOOL DISTRICT
40 GLENDALE SCHOOL DISTRICT
41 GLIDE SCHOOL DISTRICT NO.12
42 GRANTS PASS SCHOOL DISTRICT 7
43 GREATER ALBANY PUBLIC SCHOOL DISTRICT
44 GRESHAM-BARLOW SCHOOL DISTRICT
45 HARNEY COUNTY SCHOOL DIST. NO.3
46 HARNEY EDUCATION SERVICE DISTRICT
47 HEAD START OF LANE COUNTY
48 HERITAGE CHRISTIAN SCHOOL
49 HIGH DESERT EDUCATION SERVICE DISTRICT
50 HOOD RIVER COUNTY SCHOOL DISTRICT
51 JACKSON CO SCHOOL DIST NO.9
52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
53 JEFFERSON SCHOOL DISTRICT
54 KLAMATH FALLS CITY SCHOOLS
55 LA GRANDE SCHOOL DISTRICT
56 LAKE OSWEGO SCHOOL DISTRICT 7J
57 LANE COUNTY SCHOOL DISTRICT 4J
58 LANE COUNTY SCHOOL DISTRICT 69
59 LEBANON COMMUNITY SCHOOLS NO.9
60 LINCOLN COUNTY SCHOOL DISTRICT
61 LINN CO. SCHOOL DIST. 95C - SCIO SD
62 LOST RIVER JR/SR HIGH SCHOOL
63 LOWELL SCHOOL DISTRICT NO.71
64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
65 MCMINNVILLE SCHOOL DISTRICT NO.40
66 MEDFORD SCHOOL DISTRICT 549C
67 MITCH CHARTER SCHOOL
68 MOLALLA RIVER ACADEMY
69 MOLALLA RIVER SCHOOL DISTRICT NO.35
70 MONROE SCHOOL DISTRICT NO.1J
71 MORROW COUNTY SCHOOL DISTRICT
72 MT. ANGEL SCHOOL DISTRICT NO.91
73 MT.SCOTT LEARNING CENTERS
74 MULTISENSORY LEARNING ACADEMY
75 MULTNOMAH EDUCATION SERVICE DISTRICT
76 MYRTLE POINT SCHOOL DISTRICT NO.41
77 NEAH-KAH-NIE DISTRICT NO.56
78 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
79 NOBEL LEARNING COMMUNITIES
80 NORTH BEND SCHOOL DISTRICT 13
81 NORTH CLACKAMAS SCHOOL DISTRICT

82 NORTH SANTIAM SCHOOL DISTRICT 29J
83 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
84 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
85 NYSSA SCHOOL DISTRICT NO. 26
86 ONTARIO MIDDLE SCHOOL
87 OREGON TRAIL SCHOOL DISTRICT NO.46
88 OUR LADY OF THE LAKE SCHOOL
89 PHILOMATH SCHOOL DISTRICT
90 PHOENIX-TALENT SCHOOL DISTRICT NO.4
91 PORTLAND ADVENTIST ACADEMY
92 PORTLAND JEWISH ACADEMY
93 PORTLAND PUBLIC SCHOOLS
94 RAINIER SCHOOL DISTRICT
95 REDMOND SCHOOL DISTRICT
96 REEDSPORT SCHOOL DISTRICT
97 REYNOLDS SCHOOL DISTRICT
98 ROGUE RIVER SCHOOL DISTRICT NO.35
99 ROSEBURG PUBLIC SCHOOLS
100 SALEM-KEIZER PUBLIC SCHOOLS
101 SCAPPOOSE SCHOOL DISTRICT 1J
102 SEASIDE SCHOOL DISTRICT 10
103 SEVEN PEAKS SCHOOL
104 SHERWOOD SCHOOL DISTRICT 88J
105 SILVER FALLS SCHOOL DISTRICT
106 SIUSLAW SCHOOL DISTRICT
107 SOUTH COAST EDUCATION SERVICE DISTRICT
108 SOUTH LANE SCHOOL DISTRICT 45J3
109 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
110 SOUTHWEST CHARTER SCHOOL
111 SPRINGFIELD SCHOOL DISTRICT NO.19
112 STANFIELD SCHOOL DISTRICT
113 SWEET HOME SCHOOL DISTRICT NO.55
114 THE CATLIN GABEL SCHOOL
115 TIGARD-TUALATIN SCHOOL DISTRICT
116 UMATILLA-MORROW ESD
117 VERNONIA SCHOOL DISTRICT 47J
118 WEST HILLS COMMUNITY CHURCH
119 WEST LINN WILSONVILLE SCHOOL DISTRICT
120 WHITEAKER MONTESSORI SCHOOL
121 YONCALLA SCHOOL DISTRICT NO.32
1 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
2 EMMANUAL LUTHERAN SCHOOL
3 HANAHAU`OLI SCHOOL
4 HAWAII TECHNOLOGY ACADEMY
5 ISLAND SCHOOL
6 KAMEHAMEHA SCHOOLS
7 KE KULA O S. M. KAMAKAU
8 MARYKNOLL SCHOOL
9 PACIFIC BUDDHIST ACADEMY

No. Nonprofit & Other

1 211INFO
2 ACUMENTRA HEALTH
3 ADDICTIONS RECOVERY CENTER, INC
4 ALLFOURONE/CRESTVIEW CONFERENCE CTR.
5 ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
6 ALZHEIMERS NETWORK OF OREGON
7 ASHLAND COMMUNITY HOSPITAL
8 ATHENA LIBRARY FRIENDS ASSOCIATION
9 BARLOW YOUTH FOOTBALL
10 BAY AREA FIRST STEP, INC.
11 BENTON HOSPICE SERVICE
12 BETHEL CHURCH OF GOD
13 BIRCH COMMUNITY SERVICES, INC.
14 BLACHLY LANE ELECTRIC COOPERATIVE
15 BLIND ENTERPRISES OF OREGON
16 BONNEVILLE ENVIRONMENTAL FOUNDATION
17 BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
18 BROAD BASE PROGRAMS INC.
19 CANBY FOURSQUARE CHURCH
20 CANCER CARE RESOURCES
21 CASCADIA BEHAVIORAL HEALTHCARE
22 CASCADIA REGION GREEN BUILDING COUNCIL
23 CATHOLIC CHARITIES
24 CATHOLIC COMMUNITY SERVICES
25 CENTER FOR RESEARCH TO PRACTICE
26 CENTRAL BIBLE CHURCH
27 CENTRAL CITY CONCERN
28 CENTRAL DOUGLAS COUNTY FAMILY YMCA
29 CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
30 CHILDPEACE MONTESSORI
31 CITY BIBLE CHURCH
32 CLACKAMAS RIVER WATER
33 CLASSROOM LAW PROJECT
34 COAST REHABILITATION SERVICES
35 COLLEGE HOUSING NORTHWEST
36 COLUMBIA COMMUNITY MENTAL HEALTH
37 COMMUNITY ACTION ORGANIZATION
38 COMMUNITY ACTION TEAM, INC.
39 COMMUNITY CANCER CENTER
40 COMMUNITY HEALTH CENTER, INC
41 COMMUNITY VETERINARY CENTER
42 CONFEDERATED TRIBES OF GRAND RONDE
43 CONSERVATION BIOLOGY INSTITUTE
44 CONTEMPORARY CRAFTS MUSEUM AND GALLERY
45 CORVALLIS MOUNTAIN RESCUE UNIT
46 COVENANT CHRISTIAN HOOD RIVER
47 COVENANT RETIREMENT COMMUNITIES
48 DECISION SCIENCE RESEARCH INSTITUTE, INC.
49 DELIGHT VALLEY CHURCH OF CHRIST
50 DOGS FOR THE DEAF, INC.
51 DOUGLAS ELECTRIC COOPERATIVE, INC.
52 EAST HILL CHURCH
53 EAST SIDE FOURSQUARE CHURCH
54 EAST WEST MINISTRIES INTERNATIONAL
55 EDUCATIONAL POLICY IMPROVEMENT CENTER
56 ELMIRA CHURCH OF CHRIST
57 EMERALD PUD
58 EMMAUS CHRISTIAN SCHOOL
59 EN AVANT, INC.
60 ENTERPRISE FOR EMPLOYMENT AND EDUCATION
61 EUGENE BALLET COMPANY
62 EUGENE SYMPHONY ASSOCIATION, INC.
63 EUGENE WATER & ELECTRIC BOARD
64 EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
65 FAIR SHARE RESEARCH AND EDUCATION FUND
66 FAITH CENTER
67 FAITHFUL SAVIOR MINISTRIES
68 FAMILIES FIRST OF GRANT COUNTY, INC.
69 FANCONI ANEMIA RESEARCH FUND INC.
70 FARMWORKER HOUISNG DEV CORP
71 FIRST CHURCH OF THE NAZARENE
72 FIRST UNITARIAN CHURCH
73 FORD FAMILY FOUNDATION
74 FOUNDATIONS FOR A BETTER OREGON
75 FRIENDS OF THE CHILDREN
76 GATEWAY TO COLLEGE NATIONAL NETWORK
77 GOAL ONE COALITION
78 GOLD BEACH POLICE DEPARTMENT
79 GOOD SHEPHERD COMMUNITIES
80 GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
81 GRANT PARK CHURCH
82 GRANTS PASS MANAGEMENT SERVICES, DBA
83 GREATER HILLSBORO AREA CHAMBER OF COMMERCE
84 HALFWAY HOUSE SERVICES, INC.
85 HEARING AND SPEECH INSTITUTE INC
86 HELP NOW! ADVOCACY CENTER
87 HIGHLAND HAVEN
88 HIGHLAND UNITED CHURCH OF CHRIST
89 HIV ALLIANCE, INC
90 HOUSING AUTHORITY OF LINCOLN COUNTY
91 HOUSING AUTHORITY OF PORTLAND
92 HOUSING NORTHWEST
93 INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
94 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION

95 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
96 IRCO
97 JASPER MOUNTAIN
98 JUNIOR ACHIEVEMENT
99 KLAMATH HOUSING AUTHORITY
100 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
101 LA GRANDE UNITED METHODIST CHURCH
102 LANE ELECTRIC COOPERATIVE
103 LANE MEMORIAL BLOOD BANK
104 LANECO FEDERAL CREDIT UNION
105 LAUREL HILL CENTER
106 LIFEWORKS NW
107 LIVING WAY FELLOWSHIP
108 LOAVES & FISHES CENTERS, INC.
109 LOCAL GOVERNMENT PERSONNEL INSTITUTE
110 LOOKING GLASS YOUTH AND FAMILY SERVICES
111 MACDONALD CENTER
112 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
113 METRO HOME SAFETY REPAIR PROGRAM
114 METROPOLITAN FAMILY SERVICE
115 MID COLUMBIA COUNCIL OF GOVERNMENTS
116 MID-COLUMBIA CENTER FOR LIVING
117 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
118 MORNING STAR MISSIONARY BAPTIST CHURCH
119 MORRISON CHILD AND FAMILY SERVICES
120 MOSAIC CHURCH
121 NATIONAL PSORIASIS FOUNDATION
122 NATIONAL WILD TURKEY FEDERATION
123 NEW AVENUES FOR YOUTH INC
124 NEW BEGINNINGS CHRISTIAN CENTER
125 NEW HOPE COMMUNITY CHURCH
126 NEWBERG FRIENDS CHURCH
127 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
128 NORTHWEST FOOD PROCESSORS ASSOCIATION
129 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
130 NORTHWEST REGIONAL EDUCATIONAL LABORATORY
131 NORTHWEST YOUTH CORPS
132 OCHIN
133 OHSU FOUNDATION
134 OLIVET BAPTIST CHURCH
135 OMNIMEDIX INSTITUTE
136 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
137 OREGON BALLET THEATRE
138 OREGON CITY CHURCH OF THE NAZARENE
139 OREGON COAST COMMUNITY ACTION
140 OREGON DEATH WITH DIGNITY
141 OREGON DONOR PROGRAM
142 OREGON EDUCATION ASSOCIATION
143 OREGON ENVIRONMENTAL COUNCIL
144 OREGON MUSUEM OF SCIENCE AND INDUSTRY
145 OREGON PROGRESS FORUM
146 OREGON REPERTORY SINGERS
147 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
148 OREGON SUPPORTED LIVING PROGRAM
149 OSLC COMMUNITY PROGRAMS
150 OUTSIDE IN
151 OUTSIDE IN
152 PACIFIC CASCADE FEDERAL CREDIT UNION
153 PACIFIC FISHERY MANAGEMENT COUNCIL
154 PACIFIC INSTITUTES FOR RESEARCH
155 PACIFIC STATES MARINE FISHERIES COMMISSION
156 PARALYZED VETERANS OF AMERICA
157 PARTNERSHIPS IN COMMUNITY LIVING, INC.
158 PENDLETON ACADEMIES
159 PENTAGON FEDERAL CREDIT UNION
160 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
161 PORT CITY DEVELOPMENT CENTER
162 PORTLAND ART MUSEUM
163 PORTLAND BUSINESS ALLIANCE
164 PORTLAND HABILITATION CENTER, INC.
165 PORTLAND SCHOOLS FOUNDATION
166 PORTLAND WOMENS CRISIS LINE
167 PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
168 PRINGLE CREEK SUSTAINABLE LIVING CENTER
169 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
170 QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
171 REBUILDING TOGETHER - PORTLAND INC.
172 REGIONAL ARTS AND CULTURE COUNCIL
173 RELEVANT LIFE CHURCH
174 RENEWABLE NORTHWEST PROJECT
175 ROGUE FEDERAL CREDIT UNION
176 ROSE VILLA, INC.
177 SACRED HEART CATHOLIC DAUGHTERS
178 SAIF CORPORATION
179 SAINT ANDREW NATIVITY SCHOOL
180 SAINT CATHERINE OF SIENA CHURCH
181 SAINT JAMES CATHOLIC CHURCH
182 SALEM ALLIANCE CHURCH
183 SALEM ELECTRIC
184 SALMON-SAFE INC.
185 SCIENCEWORKS
186 SE WORKS
187 SECURITY FIRST CHILD DEVELOPMENT CENTER
188 SELF ENHANCEMENT INC.
189 SERENITY LANE
190 SEXUAL ASSAULT RESOURCE CENTER
191 SEXUAL ASSAULT RESOURCE CENTER
192 SHELTERCARE
193 SHERIDAN JAPANESE SCHOOL FOUNDATION
194 SHERMAN DEVELOPMENT LEAGUE, INC.
195 SILVERTON AREA COMMUNITY AID
196 SISKIYOU INITIATIVE
197 SMART
198 SOCIAL VENTURE PARTNERS PORTLAND
199 SOUTH COAST HOSPICE, INC.
200 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
201 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
202 SOUTHERN OREGON HUMANE SOCIETY
203 SPARC ENTERPRISES
204 SPIRIT WIRELESS
205 SPONSORS, INC.
206 SPOTLIGHT THEATRE OF PLEASANT HILL
207 SPRINGFIELD UTILITY BOARD
208 ST VINCENT DE PAUL
209 ST. ANTHONY CHURCH
210 ST. ANTHONY SCHOOL
211 ST. MARYS OF MEDFORD, INC.
212 ST. VINCENT DEPAUL OF LANE COUNTY
213 STAND FOR CHILDREN
214 STAR OF HOPE ACTIVITY CENTER INC.
215 SUMMIT VIEW COVENANT CHURCH
216 SUNNYSIDE FOURSQUARE CHURCH
217 SUNRISE ENTERPRISES
218 SUSTAINABLE NORTHWEST
219 TENAS ILLAHEE CHILDCARE CENTER
220 THE EARLY EDUCATION PROGRAM, INC.
221 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
222 THE NEXT DOOR
223 THE OREGON COMMUNITY FOUNDATION
224 THE SALVATION ARMY - CASCADE DIVISION
225 TILLAMOOK CNTY WOMENS CRISIS CENTER
226 TILLAMOOK ESTUARIES PARTNERSHIP
227 TOUCHSTONE PARENT ORGANIZATION
228 TRAILS CLUB
229 TRAINING EMPLOYMENT CONSORTIUM
230 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
231 TRILLIUM FAMILY SERVICES, INC.
232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
233 UNION GOSPEL MISSION
234 UNITED CEREBRAL PALSY OF OR AND SW WA
235 UNITED WAY OF THE COLUMBIA WILLAMETTE
236 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
237 US FISH AND WILDLIFE SERVICE

238	USAGENCIES CREDIT UNION
239	VERMONT HILLS FAMILY LIFE CENTER
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
241	VOLUNTEERS OF AMERICA OREGON
242	WE CARE OREGON
243	WESTERN RIVERS CONSERVANCY
244	WESTERN STATES CENTER
245	WESTSIDE BAPTIST CHURCH
246	WILD SALMON CENTER
247	WILLAMETTE FAMILY
248	WILLAMETTE VIEW INC.
249	WOODBURN AREA CHAMBER OF COMMERCE
250	WORD OF LIFE COMMUNITY CHURCH
251	WORKSYSTEMS INC
252	YOUTH GUIDANCE ASSOC.
253	YWCA SALEM
1	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
2	ALOHACARE
3	AMERICAN LUNG ASSOCIATION
4	BISHOP MUSEUM
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII
6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
7	EAH, INC.
8	EASTER SEALS HAWAII
9	GOODWILL INDUSTRIES OF HAWAII, INC.
10	HABITAT FOR HUMANITY MAUI
11	HALE MAHAOLU
12	HAROLD K.L. CASTLE FOUNDATION
13	HAWAII AGRICULTURE RESEARCH CENTER
14	HAWAII EMPLOYERS COUNCIL
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
16	HONOLULU HABITAT FOR HUMANITY
17	IUPAT, DISTRICT COUNCIL 50
18	LANAKILA REHABILITATION CENTER INC.
19	LEEWARD HABITAT FOR HUMANITY
20	MAUI COUNTY FCU
21	MAUI ECONOMIC DEVELOPMENT BOARD
22	MAUI ECONOMIC OPPORTUNITY, INC.
23	MAUI FAMILY YMCA
24	NA HALE O MAUI
25	NA LEI ALOHA FOUNDATION
26	NETWORK ENTERPRISES, INC.
27	ORI ANUENUE HALE, INC.
28	PARTNERS IN DEVELOPMENT FOUNDATION
29	POLYNESIAN CULTURAL CENTER
30	PUNAHOU SCHOOL
31	ST. THERESA CHURCH
32	WAIANAE COMMUNITY OUTREACH
33	WAILUKU FEDERAL CREDIT UNION
34	YMCA OF HONOLULU

No.	Special/Independent Districts
1	BAY AREA HOSPITAL DISTRICT
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
3	CENTRAL OREGON IRRIGATION DISTRICT
4	CHEHALEM PARK AND RECREATION DISTRICT
5	CITY COUNTY INSURANCE SERVICES
6	CLEAN WATER SERVICES
7	COLUMBIA 911 COMMUNICATIONS DISTRICT
8	COLUMBIA RIVER PUD
9	DESCHUTES COUNTY RFPD NO.2
10	DESCHUTES PUBLIC LIBRARY SYSTEM
11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
12	GASTON RURAL FIRE DEPARTMENT
13	GLADSTONE POLICE DEPARTMENT
14	GLENDALE RURAL FIRE DISTRICT
15	HOODLAND FIRE DISTRICT NO.74
16	HOODLAND FIRE DISTRICT #74
17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
18	KLAMATH COUNTY 9-1-1
19	LANE EDUCATION SERVICE DISTRICT
20	LANE TRANSIT DISTRICT
21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
22	MARION COUNTY FIRE DISTRCT #1
23	METRO
24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
25	MONMOUTH - INDEPENDENCE NETWORK
26	MULTONAH COUNTY DRAINAGE DISTRICT #1
27	NEAH KAH NIE WATER DISTRICT
28	NW POWER POOL
29	OAK LODGE WATER DISTRICT
30	OR INT'L PORT OF COOS BAY
31	PORT OF ST HELENS
32	PORT OF UMPQUA
33	REGIONAL AUTOMATED INFORMATION NETWORK
34	RIVERGROVE WATER DISTRICT
35	SALEM AREA MASS TRANSIT DISTRICT
36	SANDY FIRE DISTRICT NO. 72
37	SUNSET EMPIRE PARK AND RECREATION
38	THE NEWPORT PARK AND RECREATION CENTER
39	THE PORT OF PORTLAND
40	TILLAMOOK PEOPLES UTILITY DISTRICT
41	TUALATIN HILLS PARK AND RECREATION DISTRICT
42	TUALATIN VALLEY FIRE & RESCUE
43	TUALATIN VALLEY WATER DISTRICT
44	UNION SOIL & WATER CONSERVATION DISTRICT
45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
46	WEST VALLEY HOUSING AUTHORITY
47	WILLAMALANE PARK AND RECREATION DISTRICT
48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No.	State Agencies
1	BOARD OF MEDICAL EXAMINERS
2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
3	OFFICE OF THE STATE TREASURER
4	OREGON BOARD OF ARCHITECTS
5	OREGON CHILD DEVELOPMENT COALITION
6	OREGON DEPARTMENT OF EDUCATION
7	OREGON DEPARTMENT OF FORESTRY
8	OREGON DEPT OF TRANSPORTATION
9	OREGON DEPT. OF EDUCATION
10	OREGON LOTTERY
11	OREGON OFFICE OF ENERGY
12	OREGON STATE BOARD OF NURSING
13	OREGON STATE POLICE
14	OREGON TOURISM COMMISSION
15	OREGON TRAVEL INFORMATION COUNCIL
16	SANTIAM CANYON COMMUNICATION CENTER
17	SEIU LOCAL 503, OPEU
1	ADMIN. SERVICES OFFICE
2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	HAWAII HEALTH SYSTEMS CORPORATION
4	SOH- JUDICIARY CONTRACTS AND PURCH
5	STATE DEPARTMENT OF DEFENSE
6	STATE OF HAWAII
7	STATE OF HAWAII
8	STATE OF HAWAII, DEPT. OF EDUCATION

Passport



National Cooperative Purchasing Alliance

Passport

Request for Proposal for Integrated Parking Management System RFP No. 26-16

Due: November 3, 2016 at 2:00PM CST

For:
Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

From:
Passport
427 Tatnall Street, Suite 27927
Wilmington, DE 19801-2230
USA
(704)-837-8066

Cover Letter

PassportParking, Inc. ("Passport") is pleased to present a proposal for a pay by phone application for the National Cooperative Purchasing Alliance, Region 14 Education Service Center. Passport provides an unparalleled software and management experience to both parking customers and municipalities across North America. While others have taken the approach of a one-size-fits-all solution, Passport recognizes the significant nuances of individual cities and environments. In 2014, Passport developed and deployed the first ever private label mobile payment for parking application, ParkOmaha. Since launching ParkOmaha, Passport has taken the approach of offering a custom configured application with the ease of an off the shelf solution.

Passport currently serves over 250 clients, including Boston, Toronto, and Chicago. Every client has access to the same features as every other client and may choose to turn features on or off depending on that city's unique needs. In its experience working with so many cities, Passport has a complete understanding of the entire value chain of parking, from session initiation to citation payment, and will guide the city to the best suited feature set. Passport's applications, leadership team, implementation process, and programming architecture reflect a continued commitment to specialized support for each parking operation.

Passport's technological superiority and attentiveness to customer service has yielded a 100% municipal client retention rate while maintaining 95% of its contracts on a month to month basis. Passport's clients stick with Passport because of its commitment to creating a memorable user experience and constantly seeking and incorporating client feedback into the product.

Passport is thrilled to have the opportunity to partner with the NCPA and deliver its world-class product to the Region 14 Education Service Center. Please review the following proposal and do not hesitate to reach out to me with any questions or clarifications related to this proposal.

Best Wishes,



Khristian Gutierrez
CBDO, Passport
Khristian.Gutierrez@passportinc.com

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Tab 1 – Master Agreement
General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Assignment of Contract
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 14 ESC and the vendor.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- Adding authorized distributors/dealers

  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

- Pricing

  - <u>All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor.</u> It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- Warranty
  - Proposals should address each of the following:

    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment

- Indemnity

  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or

vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.

- Force Majeure
    - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
    - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty
- Prevailing Wage
    - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- Miscellaneous
    - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- Open Records Policy
    - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms.
- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $1 - $2 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

- Clarifications / Discussions

  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- Multiple Awards

  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

- Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.

- References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services

- Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Customer Service

Signature Form

The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	PassportParking, Inc.
Address	427 Tatnall Street, Ste. 27927
City/State/Zip	Wilmington, DE 19801
Telephone No.	(302) 543-2882
Fax No.	(888) 804-1783
Email address	RFP@Passportinc.com
Printed name	Khristian Gutierrez
Position with company	Chief Business Development Officer
Authorized signature	

NCPA Administration Agreement

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of November 14, 2016, by and between National Cooperative Purchasing Alliance ("NCPA") and PassportParking, Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated November 14, 2016 referenced as Contract Number 05-20, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Integrated Parking Management System;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- Term of Agreement
  - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

- Fees and Reporting
  - The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

  - Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- General Provisions
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
  - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
  - All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:		**Vendor:**	PassportParking, Inc.
Name:	Matthew Mackel	Name:	Khristian Gutierrez
Title:	Director, Business Development	Title:	Chief Business Development Officer
Address:	PO Box 701273	Address:	427 Tatnall Street, Ste. 27927
	Houston, TX 77270		Wilmington, DE 19801
Signature:		Signature:	
Date:	November 14, 2016	Date:	11/23/16

Vendor Questionnaire

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

☑ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Somoa	☐ Northern Marina Islands
☐ Federated States of Micronesia	☑ Puerto Rico
☐ Guam	☑ U.S. Virgin Islands
☐ Midway Islands	

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
    - Minority / Women Business Enterprise
      - Respondent Certifies that this firm is a M/WBE ☐
    - Historically Underutilized Business
      - Respondent Certifies that this firm is a HUB ☐
- Residency
  - Responding Company's principal place of business is in the city of Charlotte, State of NC
- Felony Conviction Notice
  - Please Check Applicable Box;
    - ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
    - ☑ Is not owned or operated by anyone who has been convicted of a felony.
    - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
  - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- Distribution Channel
  - Which best describes your company's position in the distribution channel:

☑ Manufacturer Direct	☐ Certified education/government reseller
☐ Authorized Distributor	☐ Manufacturer marketing through reseller
☐ Value-added reseller	☐ Other: _____

- Processing Information
  - Provide company contact information for the following:
    - Sales Reports / Accounts Payable

Contact Person: Xue Liu
Title: Account Manager
Company: PassportParking, Inc.
Address: 427 Tatnall Street, Ste. 27927
City: Wilmington State: Delaware Zip: 19801
Phone: (302) 543-2882 Email: Xue@Passportinc.com

- Purchase Orders
  - Contact Person: Xue Liu
  - Title: Account Manager
  - Company: PassportParking, Inc.
  - Address: 427 Tatnall Street, Ste. 27927
  - City: Wilmington State: Delaware Zip: 19801
  - Phone: (302) 543-2882 Email: Xue@passportinc.com
- Sales and Marketing
  - Contact Person: Daniel Bliley
  - Title: VP of Marketing
  - Company: PassportParking, Inc.
  - Address: 427 Tatnall Street, Ste. 27927
  - City: Wilmington State: Delaware Zip: 19801
  - Phone: (302) 543-2882 Email: Daniel.Bliley@passportinc.com

- Pricing Information
  - In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
    - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

    ☑ Yes ☐ No
  - Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

    ☑ Yes ☐ No
  - Vendor will provide additional discounts for purchase of a guaranteed quantity.

    ☐ Yes ☑ No

- Cooperatives
  - List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Vendor Profile

PassportParking, Inc.
est. 2011

Passport's founding was the culmination of the lifelong entrepreneurial aspiration of Bob Youakim. After college, Bob was working with Wells Fargo in Charlotte, NC where he had daily interaction (and headaches) with the bank's parking payment stations. Bob also realized the inefficiencies of the parking industry given that he was able to get away without paying for his parking for weeks at a time. Upon discussion with people in the parking industry, Bob quickly realized that the industry was ripe for disruption and that there were ways to incentivize both the client and end user to drive the industry forward.

In the summer of 2011, Khristian Gutierrez, a co-worker of Bob's at Wells Fargo's New York office, left the bank to join Bob as a managing partner at Passport. Together, they noticed that the field of mobile payments software applications had only two main competitors and that the applications were often unattractive, plagued with errors, and not well received by any users. It was at this time that Passport changed its focus from providing parking hardware to building sleek, scalable, and user-friendly mobile payments software for the parking industry.

Passport launched its first product, an Interactive Voice Response ("IVR") mobile payment application on NCDOT property, where it was beta tested under the name Alliance Parking. The success of this prototype resulted in the formation of Passport's dedicated software engineering team and the hiring of Brad Powers, CTO. Passport made its official debut in February 2012 at Startup Riot in Atlanta, GA.

In 2012 Passport won a Mobile Payments contract for the entire city of Asheville, NC. Throughout meetings with the city managers, Passport discovered that there was a strong demand for city-branded municipal applications. The idea of private label mobile payment applications came to fruition and is still a big driver for clients to use Passport's applications across the nation.

In January 2013, Passport closed a deal with the city of Omaha, NE to implement a citation enforcement solution and create the base of Passport's current Citation Management Platform. However, by marketing its Private Label capabilities, Passport was also able to secure a deal to provide private label mobile payments for the entire city of Omaha. "Park Omaha" was born, paving the way for the Private Label Payments product. With a fully formed product in the marketplace, Passport filed for incorporation in the state of Delaware.

In the fourth quarter of 2013, Passport signed a deal with Chicago Parking Meters to provide a private label mobile payments platform for the entire city of Chicago. With this deal also came Passport's Series A funding round of $6MM dollars from Relevance Capital and Grotech Ventures.

Following the launch of Chicago, Passport continued to win cities across North America, including the largest parking environment on the continent, Toronto, Canada (Green P). Passport's products continue to evolve with the needs and desires of its clients and Passport's suite now includes Mobile Payments for Parking, Citation Management, Digital Permitting, and Mobile Ticketing for Transit.

Passport closed its Series B funding round in 2016, receiving an additional $8MM from MK Capital in Chicago. With that money, Passport will continue to innovate its current products and break into new markets and new verticals to give cities a sole source product for all parking and transportation needs. Passport currently employs a team of 58 people, performing all engineering in house, and paving the way for the future of parking and transit.

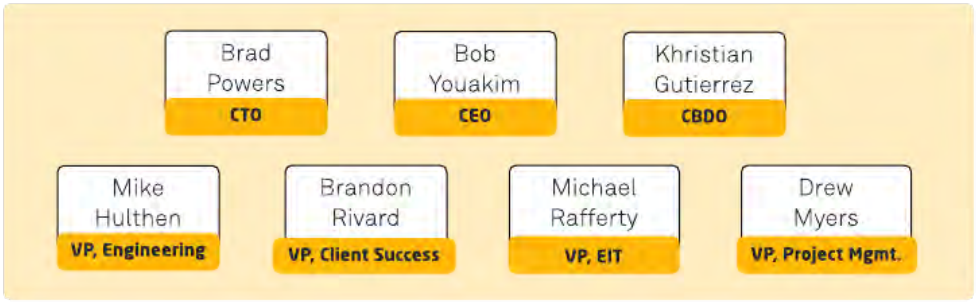
DUNS Number:	72254770
Corporate Office Location:	Wilmington, Delaware
Number of Sales Offices:	1
Main Point of Contact:	Khristian Gutierrez, CBDO 427 Tatnall Street, Ste. 27927 Wilmington, DE 19801 (302) 543-2882 Khristian.Gutierrez@PassportInc.com
Standard Terms of Payment:	Net 30

[redacted]

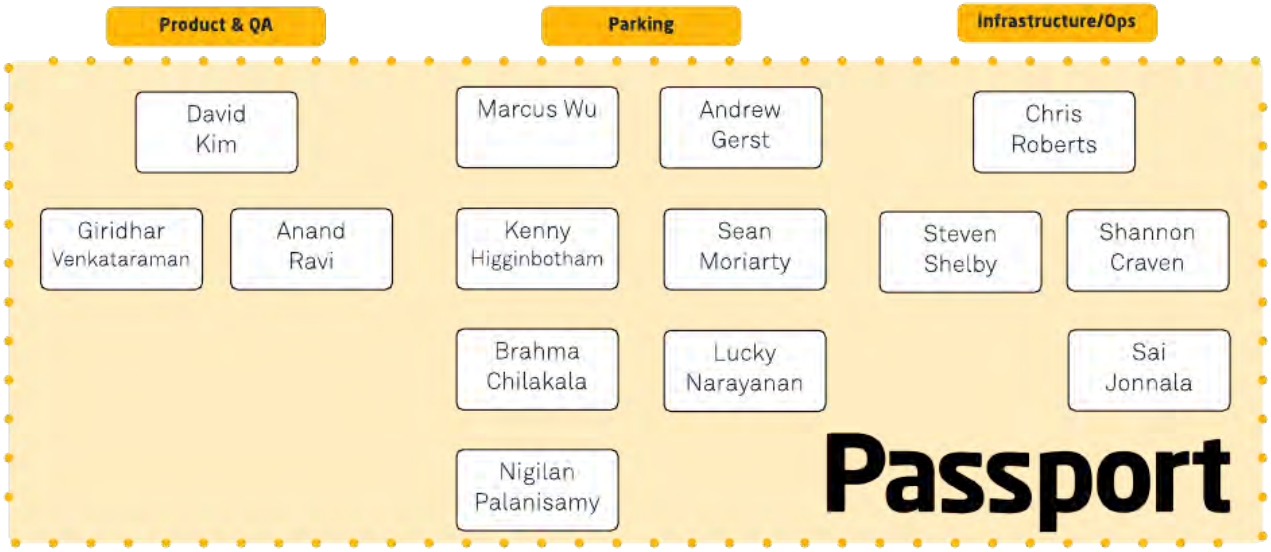
NCPA
National Cooperative Purchasing Alliance

REGION 14 EDUCATION SERVICE CENTER EST. 1967

Passport Dedicated Team



Software Development



What differentiates your company from competitors?

Through this procurement, the cities in Region 14 Education Service Center are not just hiring a vendor, but rather are selecting a technology partner; they are determining who will best represent, launch, and accommodate their city as it exists today and in the future. Partnering with Passport means access to a team of 30+ in-house engineers, all of whom ensure that the cities' systems will always be at the cutting edge of technology. It also means that the city will have an active voice in the development of its own product; providing feedback to the current product and working with their own dedicated Client Success Manager to ideate innovative new features. Passport is uniquely positioned to best represent the NCPA and Region 14 for the following reasons:



Built to Scale

Passport believes in the lean methodologies, building products to best accommodate the users and pivoting as necessary with changing and growing demand. In order to be successful in that endeavor, Passport has built its product, its team, and its processes to scale accordingly.

Product

Passport's system processes more than $85MM annually and is built to successfully manage more than 2 Billion transactions per year. As the City grows, Passport's system will grow along side of it, preventing any lag in the service offering.

Process

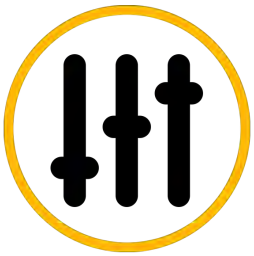
Passport has fine-tuned its team and processes to handle the growth of the company and the City's parking operations. These scalable processes are largely responsible for Passport's seamless implementations in the largest parking environments in North America: Chicago (36,000 spaces) and Toronto (55,000 spaces).



Market Leadership

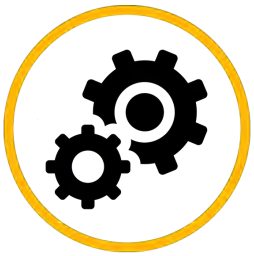
Passport is the only mobile payments company to offer top-of-the line platforms across every facet of the parking and transportation industries. In addition to a Mobile Payment for Parking solution, Passport has developed Citation Management, Digital Permitting, and Mobile Ticketing platforms. Because of Passport's experience developing these platforms, it has a better understanding of the nuances of the parking industry than any other mobile payment provider. When Passport integrates with other enforcement providers, it knows first hand what information will be the most pertinent to the officer, it also knows what data to pull that will be most beneficial for the City to have access to in Passport's backend management portal. This

breadth and depth of experience in the market is unparalleled and is integral to a successful technology partnership.



True Private Label

Passport is the only provider in the market that can provide a true private label solution to the participants in Region 14. While most competitors provide a skinned application with the City's colors and logo, Passport's private label application has a unique name, application in the Google Play and Apple App stores, dedicated website, colors, logos, and is fully customizable. Passport was the first mobile payment provider to deliver a true private label application, ParkOmaha in 2013. Since then, Passport has delivered this service to municipalities and universities of all different sizes and has even created a private label application for a region, including two cities and a state university. Even if the City doesn't opt for a private label application, due to the flexibility of Passport's system, that City will receive a custom configured application tailored to their unique needs and wants, without being burdened with unnecessary functionality.



Robust Back Office

Implementing a mobile payment for parking solution is more than just providing a means for parkers to pay, it is providing data and transparency to improve the City's parking operations. To aid in that, Passport's platform includes a robust back office management and reporting tool that gives the City all the necessary tools and data to manage the entire parking ecosystem.

Management

Passport's backend management tool, Operator Management ("OpsMan") is the brain of Passport's suite of products. From OpsMan, the City will have complete access to their parking rates, event changes, live monitoring of transactions, extensive reporting, and all integrations. If the City wants to add or change a rate or implement a temporary event rate, they can do all of that directly within OpsMan.

Reporting

OpsMan will aggregate all data from the mobile payment system, integrated meters, enforcement, and LPR technology. With all of this data in one warehouse, the City will be able to run a myriad of reports on everything from daily revenue from transactions to the number of unique users on any given day. Every report in OpsMan can be scheduled to run on a recurring basis, set as specifically as one day or as broad as all time, and can be exported to Excel. If there is a report

that the City needs that isn't included in OpsMan already, Passport will work with the CIty to develop an ad hoc report.



Enhanced Merchant Experience

Paid parking is critical to create turnover, which helps businesses thrive, but residents who frequent these local businesses often voice their concerns over paying frequently to support these businesses. Passport includes local businesses in the parking process by allowing them to pay for their customers' parking. This creates a win-win-win dynamic for all parties involved: the City increases parking revenue, the parker is incentivised to shop locally, and the business gains another opportunity to reward loyal customers.



Describe how you intend to introduce NCPA to your company.

To introduce NCPA, Passport will create a custom landing page just for NCPA Region 14 Education Services Center affiliates. From this page, any City looking to implement the mobile payment for parking application will have full access to Passport's product portfolio, including case studies, documentation, and training materials. Cities will also be able to schedule demo's with Passport's sales team to learn more about the product and how it can be configured for that City. Additionally, Passport will host multiple webinars on its product and partnership with NCPA and send out mailers and case studies to all NCPA Region 14 Education Services Center members.

Describe your firm's capabilities and functionality of your on-line catalog/ordering website.

Passport's Mobile Payment for Parking platform is available in three possible tiers: base model, skinned, and true private label. The differences between the tiers centers on the front-end design, specifically the name, colors, and URL. All three tiers offer the same functionality, which is fully configurable to each unique client. From Passport's website (www.passportinc.com), any potential client will gain a complete understanding of Passport's base model product offering. If a City within Region 14 wishes to purchase

Passport's product, or learn more about the different tiers available, they will can either schedule a demo from the website or contact Passport's sales team directly. The Sales team will walk the City through the sales process and will send a contract over to the City the same day, if desirable. Once a contract is signed, the City will be assigned a Client Success Team made up of a Client Success Manager, Project Manager, and Product Support Specialist and begin to implement the product.

Describe your company's Customer Service Department.

A pillar of the Passport philosophy is to provide excellent and continued support and service to its clients. That belief is ingrained in every detail of the partnership between Passport and the City, from developing all software in-house, to creating a dedicated team to meet the needs of each client for the duration of the relationship. The City's dedicated Client Success Manager (the "CSM") will be responsible for training and handling enterprise questions for the City. The CSM will also train all City administrators on how to use the system, how to answer commonly asked questions, how to report issues, and how to get the most out of this partnership. After the product launches, the CSM will be the main point of contact for the City, sitting on the intersection of operations and software development. Throughout the partnership, if there is any feedback that the City wishes to deliver, the CSM will be the appropriate channel.

After launch, the CSM will speak with the City on a monthly basis, at a minimum, to fully understand the state of affairs. During these calls, the CSM will also impart any roadmap updates or new features that may be beneficial to the City. Once a quarter, the CSM will conduct a system review with the City to ensure that the product meets or exceeds the needs of the City. Passport positions its CSMs to be the best resource for any City not only on all things Passport, but all things related to enforcement.

To address any critical problems or triaging any issues, the City will also have access to a dedicated Product Support Specialist (the "PSS"). The PSS is trained in solving most technical problems that the City may encounter and for any problem that is outside the scope of their training, the PSS will liaise with the software engineer that built the system. Any issues will be addressed immediately and should be resolved within 24 hours of notice.

Parker Support

Passport supplies a variety of support through the application, website, and and telephone support. Parkers will have unlimited access to parking history and self help in the form of FAQs through the website and application. Additionally, Passport will provide live agent support from 8am-9pm EST Monday-Saturday and 12pm-9pm EST on Sundays. Outside of those hours, the parker will be able to call a dedicated call center, which will answer basic questions related to the application and flag any more serious issues to be handled by a Passport Customer Support representative the next day.

Passport strives to create an intuitive application that ought to reduce the number of technical support representatives required. As an example, Passport technical support has fielded only 75 calls for the City of Victoria, B.C. in the first 10 months of deployment. While Passport is able to handle multiple calls at once, this is rarely necessary.

Green Initiatives

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their company's environmental policy and/or green initiative.

Passport's solution is a cloud-hosted SaaS product, which requires no infrastructure to function properly. However, Passport understands that most cities are not yet ready to switch to a "mobile only environment," so Passport's solution is typically implemented in conjunction with existing infrastructure. Using both a traditional payment option, such as a meter or kiosk, in addition to Passport's mobile payment solution lessens the amount of wear and tear on the Agency's current infrastructure, extending the time between replacing hardware. Implementing mobile payments for parking also cuts out the need for paper receipts from kiosks, by pushing all parking data in real time to parking enforcement officers and also capturing it in the backend system for future use by Agency administrators.

All receipts and documentation are provided electronically, as emails or within the application for review. All agency reporting is also provided in OpsMan, as digital reporting, using email updates and pushing information between devices. The Agency will not require the use of any paper or related resources to gain the full benefit of this system.

Passport was recently featured in Forbes's "Clean Technology is Good Business" article (see pg. 100). The article looked at the need for businesses and municipalities to focus on promoting clean energy solutions as a strategy for growth and providing sustainable options to consumers. Passport is committed to providing solutions which create a more sustainable mobility environment, while delivering a best in class solution.

Additionally, Passport is committed to improving the world we live in. As such, it incorporates environmentally safe practices into its daily operations. Passport maintains a recycling program of office paper, hard and soft plastic, glass containers, cardboard boxes, and aluminum cans.

Vendor Certifications



A-LIGN

PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

Compliance Certificate

This is to certify that A-LIGN has validated Passport Parking, Inc.'s compliance with the Payment Card Industry Data Security Standard ("PCI DSS") version 3.1.

On-site testing was performed in accordance with the guidance provided by the Payment Card Industry Security Standards Council ("PCI SSC") to determine that payment card data stored, processed or transmitted by Passport Parking, Inc. was secured in accordance with the requirements of PCI DSS.

ROC date: September 28, 2016 AOC date: September 28, 2016

Issued by:

Partner, A-LIGN

Conditions of Use:
- This certificate is evidence of work performed by A-LIGN for the certificate holder and was not created by or required by the PCI SSC.
- This certificate is valid for one year from the Compliance Date.
- This certificate was issued at a point in time and does not guarantee or represent future compliance with the PCI DSS or the security of payment card data.
- This certificate does not warrant or guarantee to any party that the certificate holder is not susceptible to a data breach that may impact the security, confidentiality and integrity of the payment card data. As such, A-LIGN will not be liable to any party in the event of a breach.

Passport

November 2, 2016

Re: PassportParking, Inc. SSAE 16 Examination

To Whom It May Concern:

PassportParking, Inc., is subject to an SSAE examination annually. Passport's last complete examination was performed for the period of January 2015- November 2015. A-LIGN, an independent accounting and auditing firm performed the examination in compliance with SSAE 16 principles.

On October 15, 2016, A-LIGN began their auditing process for the previous 12 months. As of today's date, to the best of our knowledge, there have been no significant changes in the internal controls of PassportParking, Inc., which were described in the previous SSAE 16 report that could adversely affect such internal controls. Additionally, there have not been any significant deficiencies or material weaknesses in such internal controls that management is aware of.

This letter relates solely to the Client and may not be relied upon by any other entity.

Sincerely,

Brad Powers
CTO
Passport Parking, Inc.

1300 South Mint Street, Suite 200
Charlotte, NC 28203
Tel: 704.837.8066 Fax: 888.804.1783
www.passportinc.com

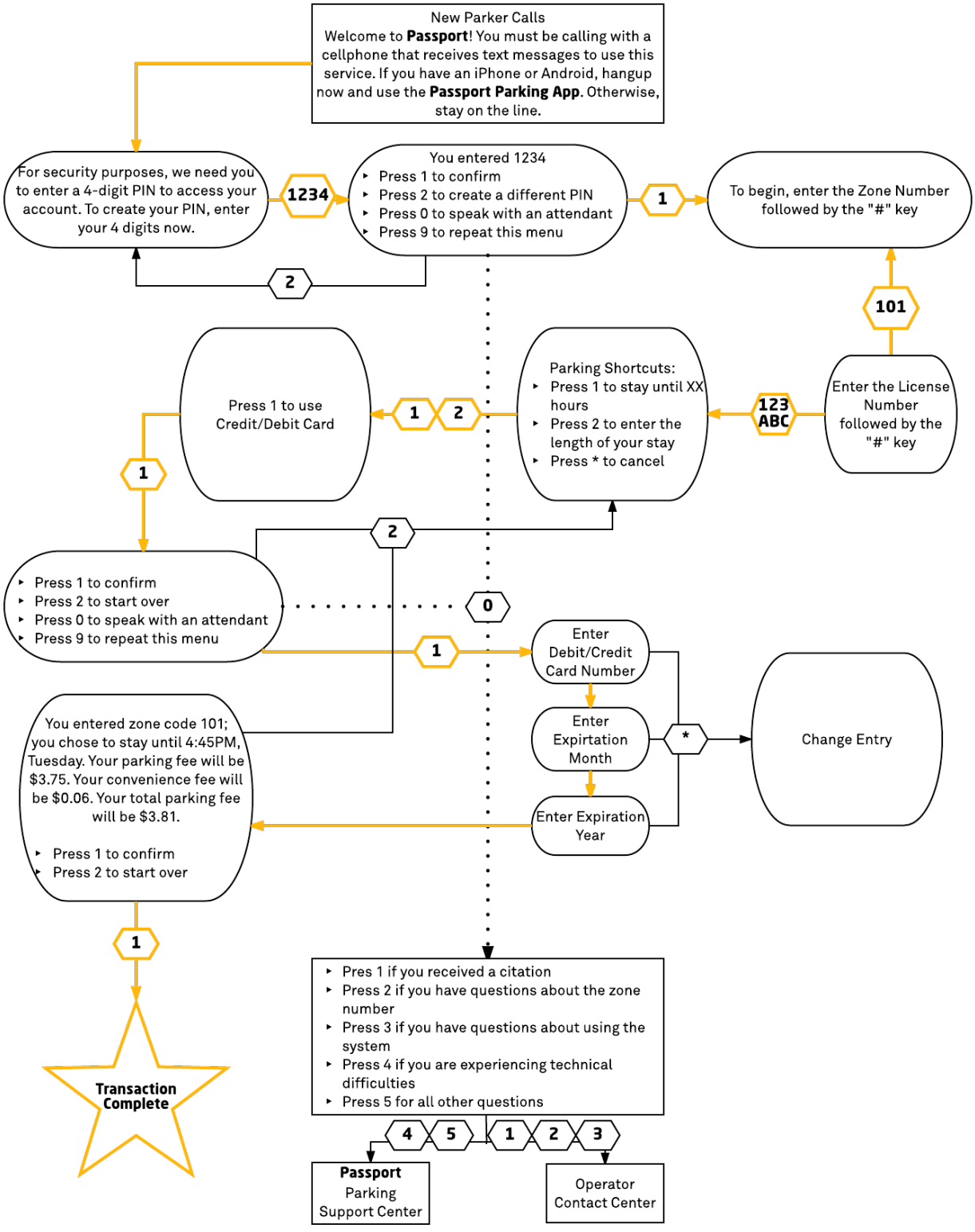
* Please see the appendix for an attached copy of Passport's most recent SSAE 16 Report.

Products and Services/Scope

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

- **Payment Options - The mobile payment for parking system must have the following payment options:**
  - **Mobile Payment System (IVR)** Comply.
  - **Pay by mobile application** Comply.
  - **Pay by web** Comply.
- **Mobile Payment for Parking System (IVR) - The vendor must provide an IVR system with the following requirements:**
  - **Users can call a toll free or local number.** Comply.
  - **The system recognizes the user (account) based on the incoming number.** Comply.
  - **One account can be associated with multiple landline or cellular phone numbers.** Comply.
  - **The IVR system must recognize use inputs by touch tones and speech.** Comply.
  - **The IVR system must have menu options and dialog, including:**
    - **Begin parking - One account can hold multiple vehicles (license plate numbers). The system must allow the user to choose a vehicle if multiple vehicles are on the account.** Comply.
    - **Extend parking - The system must have the ability to restrict extensions that are beyond the maximum length of stay. The system must have the ability to reject purchases on the same block for a set amount of time after a maximum purchase.** Comply.
    - **Sign up as a new user.** Comply.
  - **If the user selects the option to begin parking, the system must:**
    - **Prompt for a meter/block/zone ID.** Comply.
    - **Query the parking system inventory to confirm that parking is permitted at the current time.** Comply.
    - **Prompt for the time to park - The system must have the ability to impose a minimum time purchase. The system must have the ability to restrict purchases to increments of time. The system must reject an entry greater than the length of stay.** Comply.
    - **Confirm that the purchase is complete.** Comply.
    - **Prompt whether to remind the user that the parking session is set to expire with an automated SMS or email.** Comply.
    - **Prompt the number of minutes before the expiration to send the reminder.** Comply.

- **If the user selects the option to extend parking, the system must:**
  - **Verify that there is a currently active parking session.** Comply.
  - **Prompt for the time to extend.** Comply.
  - **Confirm that the extension is complete.** Comply.


New Parker Calls
Welcome to **Passport**! You must be calling with a cellphone that receives text messages to use this service. If you have an iPhone or Android, hangup now and use the **Passport Parking App**. Otherwise, stay on the line.
For security purposes, we need you to enter a 4-digit PIN to access your account. To create your PIN, enter your 4 digits now.
1234
You entered 1234
Press 1 to confirm
Press 2 to create a different PIN
Press 0 to speak with an attendant
Press 9 to repeat this menu
1
To begin, enter the Zone Number followed by the "#" key
2
101
Press 1 to use Credit/Debit Card
1
2
Parking Shortcuts:
Press 1 to stay until XX hours
Press 2 to enter the length of your stay
Press * to cancel
123 ABC
Enter the License Number followed by the "#" key
1
2
Press 1 to confirm
Press 2 to start over
Press 0 to speak with an attendant
Press 9 to repeat this menu
0
1
Enter Debit/Credit Card Number
Enter Expiration Month
*
Change Entry
Enter Expiration Year
You entered zone code 101; you chose to stay until 4:45PM, Tuesday. Your parking fee will be $3.75. Your convenience fee will be $0.06. Your total parking fee will be $3.81.
Press 1 to confirm
Press 2 to start over
1
Transaction Complete
Pres 1 if you received a citation
Press 2 if you have questions about the zone number
Press 3 if you have questions about using the system
Press 4 if you are experiencing technical difficulties
Press 5 for all other questions
4
5
1
2
3
Passport Parking Support Center
Operator Contact Center

- **Pay by Mobile Application - The vendor must provide smart phone applications with the following requirements:**
    - **Mobile applications need to support existing and new Android, iOS, BlackBerry, and Windows Mobile 7 versions, in addition to a browser version.** Comply.
    - **Applications can be downloaded from the Android Marketplace or Apple Store, or equivalent.** Comply.
    - **Applications can be downloaded or redirected from the vendor's website.** Comply.
    - **Applications can be downloaded or redirected from NCPA's website.** Comply.
    - **When a user launches an application, it must:**
        - **Prompt the username and password (for registered users). The application must have the ability to save the username and password to expedite future logins.** Comply.
        - **Provide an interface to sign up as a new user.** Comply.
    - **When logging in, the application must have the following options, with identical functionality to that of the IVR system:**
        - **Begin parking via GPS, QR Code, NFC, or manual entry.** Comply.
        - **Extend parking.** Comply.
        - **Check account balance.** Comply.
        - **Recharge account with credit card on file.** Comply.
    - **In addition, the application must also have the following functionality:**
        - **Manage account: add, remove, or edit a credit card.** Comply.
        - **Manage account: add, remove, or edit a vehicle.** Comply.
        - **Manage account: select a primary vehicle.** Comply.
        - **Manage account: add funds to the account from a credit card.** Comply.
        - **Transaction history showing all paid parking sessions by: Date and time, Duration, Rate, Total amount, payment method, License plate number, Meter/block/zone ID.** Comply.
    - **For new or extended parking sessions, the application must:**
        - **Remind the customer that the session is about to expire with a push notification on the phone. The user must be able to turn this feature on or off.** Comply.
    - **The application must have industry-level standards to encrypt and secure credit card and other personal data.** Comply.

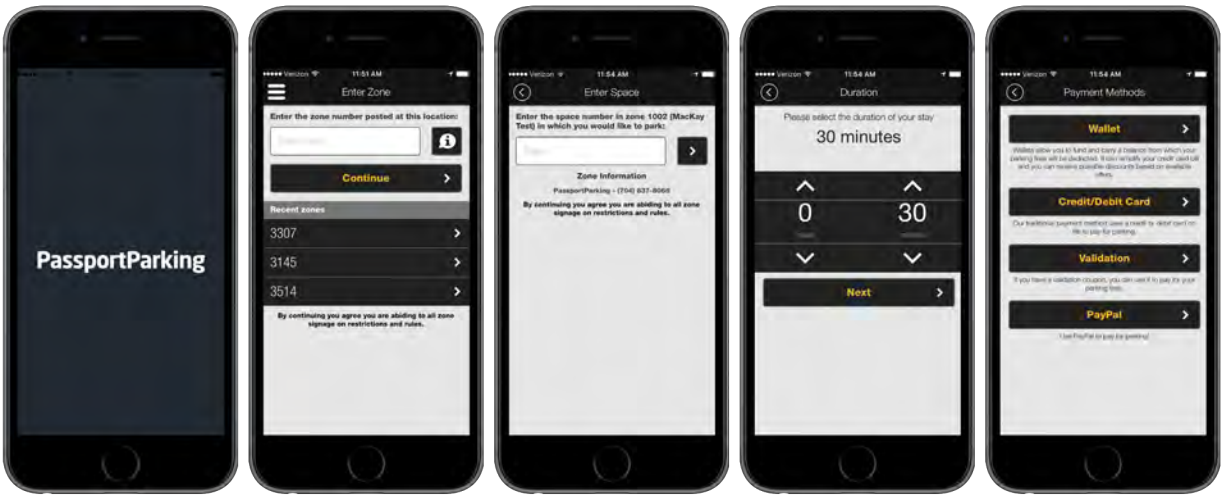
Passport will provide a mobile parking application to pay for and extend parking sessions for the City. This native application will be available on all Android and iOS smartphones. Passport's app is not supported by Windows or Blackberry operating systems as they only account for 3% of the smartphones in the US. However, Blackberry's newer models do support Android applications and are able to run Passport's applications.

To account for those parkers who do not own an Android or Apple device, Passport's Mobile Payment for Parking platform ("MPP") is also available as a web app. The web app is accessible by any device that has access to the internet. To enhance this experience, the web application and the payment webpage are both optimized for mobile use.

Passport is currently available in both English and Spanish. Passport's system will automatically detect the language settings on the parker's phone and automatically select to run the corresponding version of the application. If the phone's language is set to something other than English or Spanish, the application will default to English.

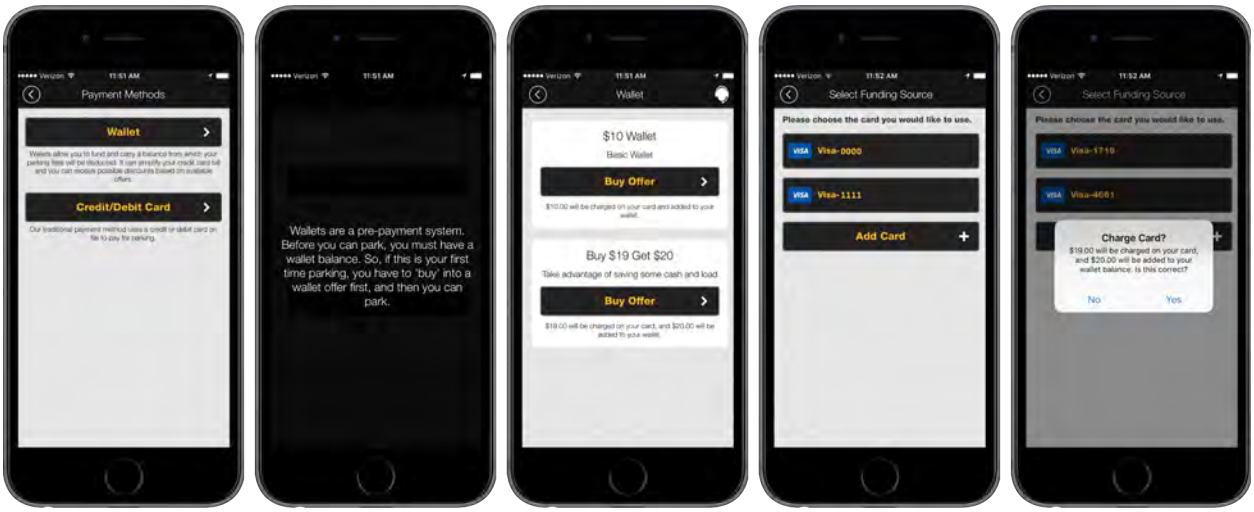
Passport's mobile payment platform is the simplest, most robust mobile payment solution on the market. As the only provider using progressive profiling for registration, parkers register using only information needed at that specific point in the process, in contrast to populating an entire profile at sign up. For example, Passport's platform only requires one piece of identifying information (phone number, email, or public Facebook profile) and a valid credit or debit card to pay for parking; payment card information is only requested once a transaction is initiated, in an effort to streamline the registration and avoid 'hang ups.'

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Passport provides parkers with more options to pay for parking than traditional meters, which only accept coins, or even smart meters, which only accept credit cards and coins. Passport accepts payment in the form of debit and credit cards, a digital wallet, PayPal

accounts (including ACH payments), merchant validation, and corporate accounts. Passport makes it easy for parkers to use its system, regardless of their current financial situation. Additionally, by adding merchant validation to the system, the City is able to incorporate local businesses to the parking initiative, further strengthening the community.

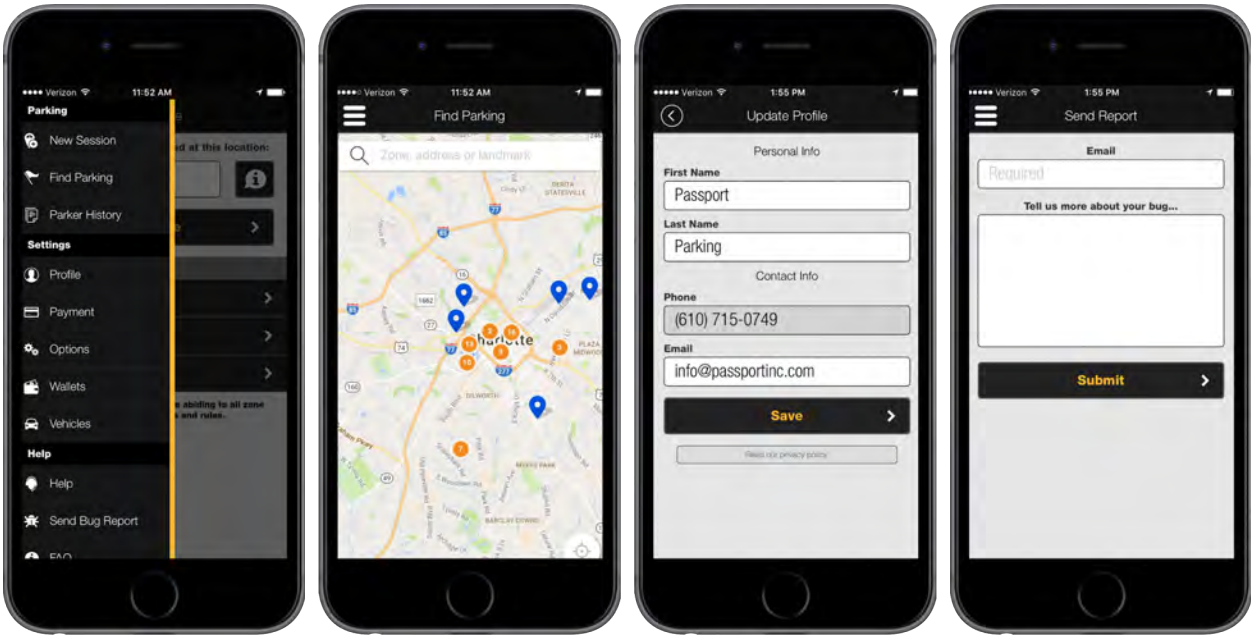


After initiating a parking session, the parker is free to go about their day without concern for their parking session. When the session is 15 minutes away from expiring, the parker will be notified by their phone. Upon receiving this notification the parker has three options: (1) return to their car, (2) ignore the notification and risk a ticket, or (3) extend their parking remotely. Using the same method that the parker used to initiate the session, the parker may easily extend their parking session. The City can control how many times and for how long the parker may extend their time, ensuring that this convenience is not abused. The parker's credit or debit card is not charged until the end of the session, meaning that **extending a parking session only incurs a single charge** for the parker and a single merchant processing fee for the City.



Credit card numbers are encrypted with AES-256 with a rotating encryption key. All information is stored in an isolated card storage database per best practices. All transactions are tokenized at the point of transaction, meaning that credit card information is encrypted from the time a user inputs data into the system. Passport's server then reads the tokenized information and sends the proper data to the merchant processor. Tokenization reduces the risk of credit card fraud in the event of a breach since there are no actual credit card numbers every stored or transferred in the system.

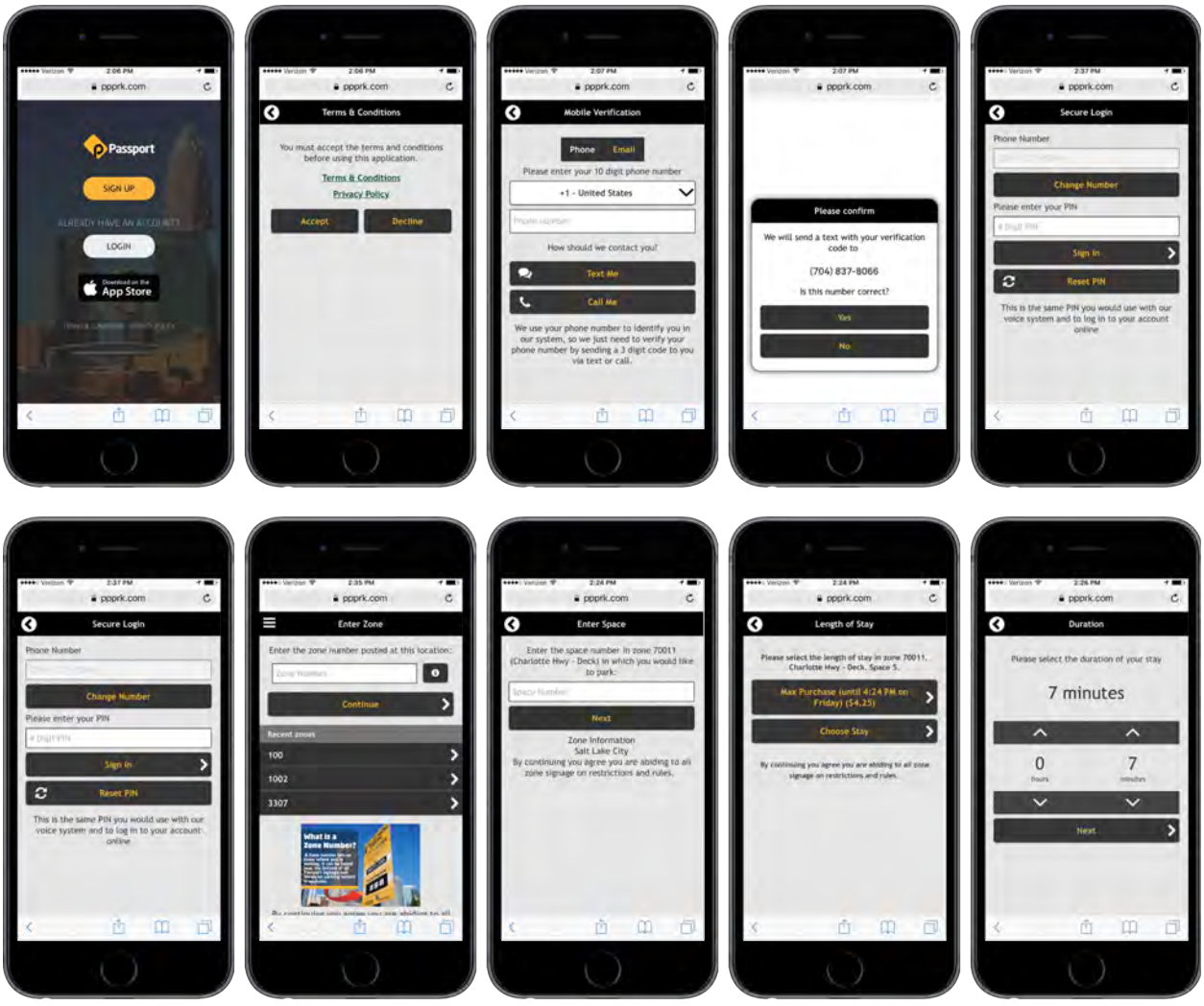
Registered parkers will be able to manage their entire account from either the mobile application or the Passport website. Passport's database is housed in a cloud, meaning that the parker will have real-time access to their account, regardless of whether they access it from the website or application. The parker will log into their account with their phone number, email address, or Facebook profile and the 4-digit PIN created at registration. Once they have accessed their account, the parker will be able to see their full parking history, email receipts to themselves or third parties, change their vehicle, update their payment methods, and delete their account.



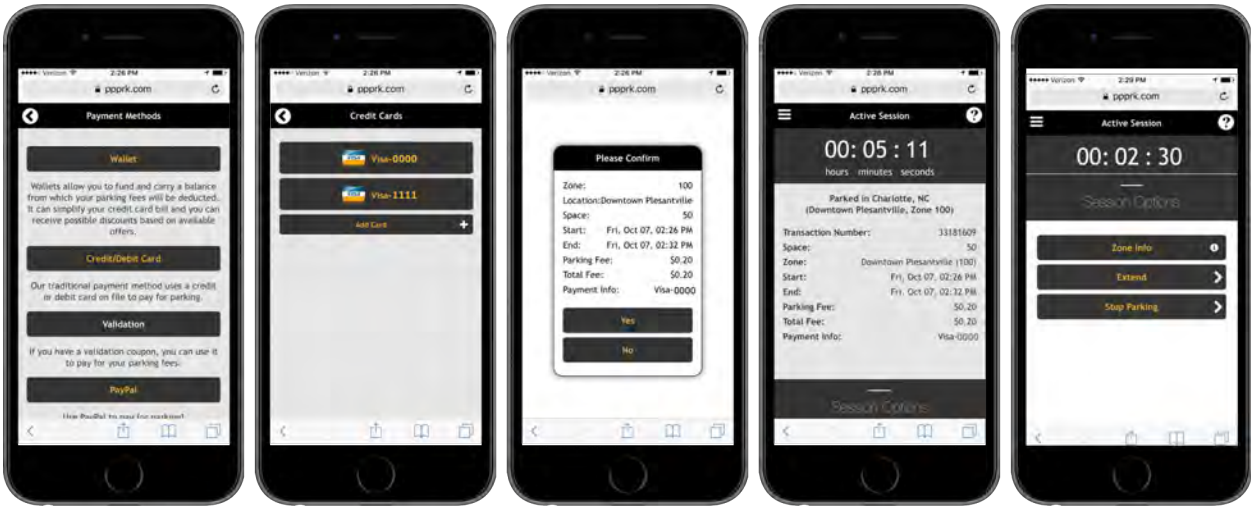
- **Pay by Web - The System must provide a website with the following requirements:**
    - **Participant must have the option to have a customized website (e.g., http://www...com/NCPA) or use the participant's standard website.** Comply.
    - **Support desktop and mobile browsers.** Comply.
    - **When a user launches the website, it must:**
        - **Prompt for the username and password (for registered users). The website must have the ability to save the username and password locally on the device (PC or phone) to expedite future logins.** Comply.
        - **Provide an interface to sign up as a new users.** Comply.
    - **Upon logging in, the website must have the following options, with identical functionality to that of the mobile application:**
        - **Begin parking.** Comply.
        - **Extend parking.** Comply.
        - **Check account balance.** Comply.
        - **Recharge account with credit card on file.** Comply.
        - **Manage account.** Comply.
        - **Transaction History.** Comply.
    - **The application must have industry-level standards to encrypt and secure credit card and other personal data.** Comply.

Passport's service offering includes a parker-centric, mobile-optimized website, which allows registered parkers to manage their entire account and purchase parking. Passport's database is housed in a cloud, meaning that the parker will have real-time access to their account, regardless of whether they access it from the website or application. The parker

will log into their account with their phone number, email address, or Facebook profile and the 4-digit PIN created at registration. Once they have accessed their account, the parker will be able to initiate a parking session, see their full parking history, email receipts to themselves or third parties, change their vehicle, update their payment methods, and delete their account.



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- **Account Management - The system must provide multiple ways for a user to manage his or her mobile payment for parking system account. This section contains the requirements for account management.**
    - **All interfaces for account management must have industry-level standards to encrypt and secure credit card and other personal data.** Comply.
    - **Users must be able to create and manage accounts through a website (desktop and mobile versions), mobile applications, IVR system, and through a live customer service representative.** Comply.
    - **Users must be able to create new accounts with the following parameters:**
        - **Username (email).** Comply.
        - **Password.** Comply.
        - **Phone Numbers.** Comply.
        - **License Plate Numbers.** Comply.
        - **Credit Card Number.** Comply.
        - **Billing Name and Address.** Comply.
    - **Users must be able to access a history of all transactions made on an account and be able to view reports and receipts showing:**
        - **Date and time.** Comply.
        - **Duration.** Comply.
        - **Rate.** Comply.
        - **Total amount.** Comply.
        - **Payment method.** Comply.
        - **License Plate number.** Comply.
        - **Meter/block/zone ID.** Comply.
    - **Users must be able to configure reminders for session expirations, including the ability to:**
        - **Enable or disable reminders.** Comply.
        - **Configure the type of reminder (SMS or email).** Comply.

- **When funding an account, the system must have the ability to impose a minimum charge/recharge amount.** Comply.
- **The system must have the ability to automatically notify a user and/or recharge the account if the account balance falls below a certain amount.** Comply.
- **The system must be able to support both pay per transaction and pay out of a "mobile wallet" models.** Comply.
  - **The participant must explain any difference in cost between these two models.** Confirmed.

Passport's Mobile Payment for Parking platform ("MPP") will provide the parker with an intuitive user experience, which will significantly improve the parking experience. MPP is a native application, which is accessible on all Android and iOS smartphones. Other smartphone operating systems, such as Windows and older Blackberry models only account for 3% of smartphones in the US and do not support MPP.

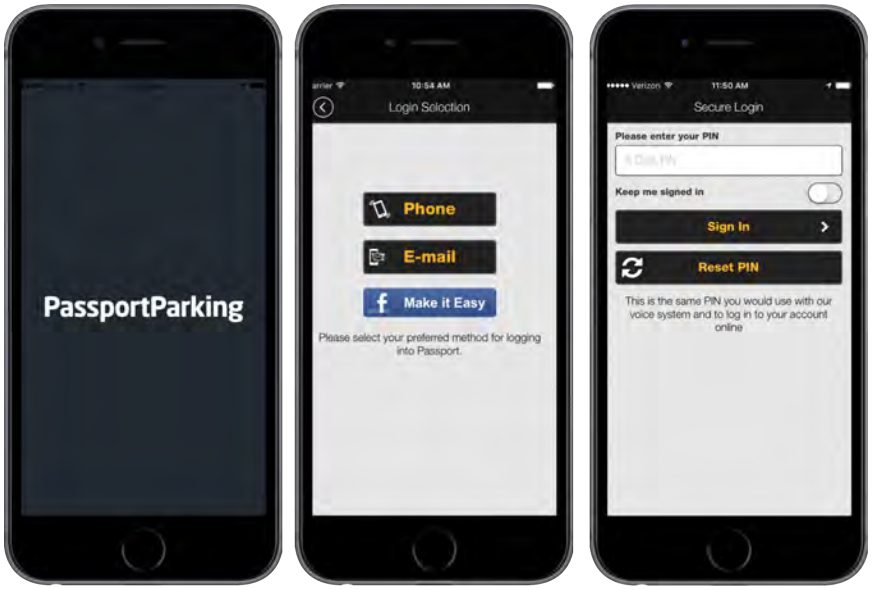
To account for those parkers who do not own an Android or Apple device, MPP also available via the web app, which is accessible by any device that has access to the internet. To enhance this experience, the web application and the payment webpage are both optimized for mobile use.

In addition to the application and mobile-optimized website, Passport offers an IVR and SMS system to enable mobile payment of parking. With IVR, parkers will call a local number and respond to commands using touch tone prompts. The very first session started by a parker will end with a prompt to create a PIN. Thereafter, the system will recognize the phone number and request the PIN, thereby recalling all payment and vehicle information. Similar to the IVR system, parkers can register for and begin parking sessions via SMS (text) messages. The parker will respond to prompts via SMS, including zone and space numbers, as well as payment information.

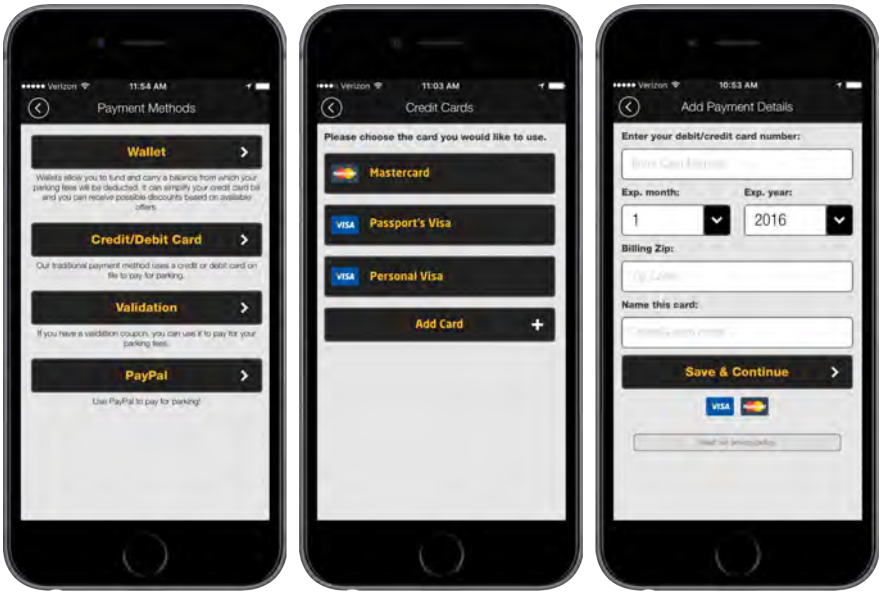
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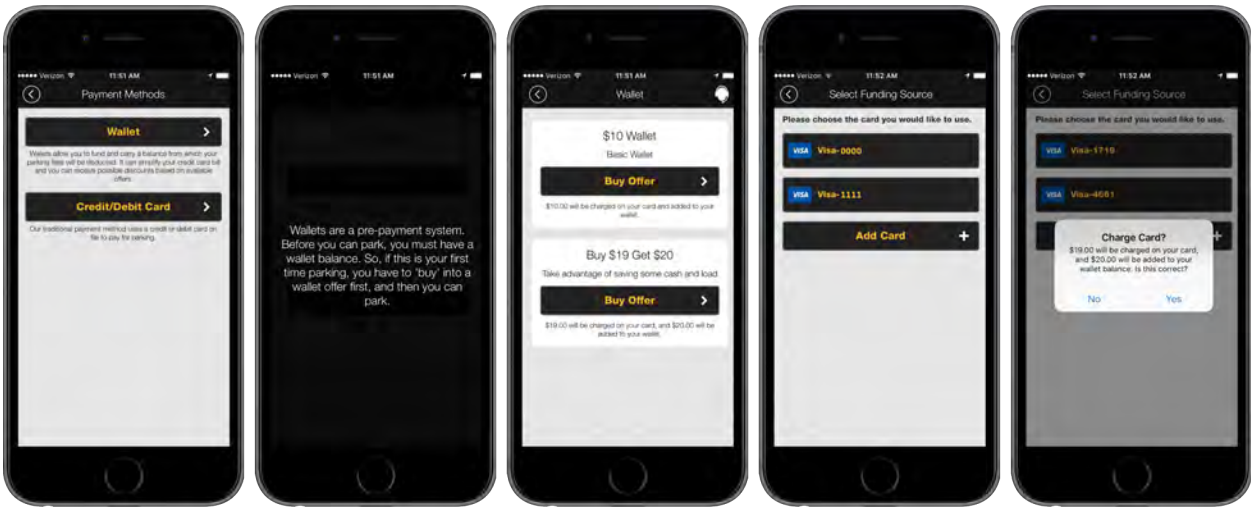


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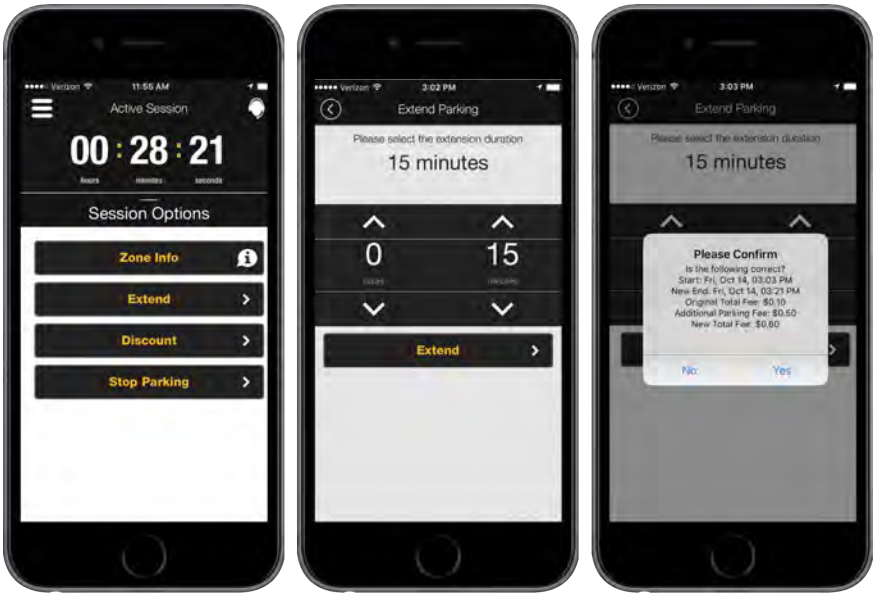
Passport's Digital Wallet allows parkers to pre-load a larger sum of money onto their account, which will then be debited against every time the parker pays for a transaction. The

Digital Wallet is dually advantageous as it saves the City money on merchant processing fees and it allows the parker to avoid multiple small transactions for parking sessions. The City can choose to offer the wallet as an option or may require one. By requiring a wallet with a minimum, the City will realize increased savings in merchant processing fees almost immediately.



In cities where there is a wallet option, Passport has seen a utilization split as high as 71% favoring the wallet to individual credit card transactions. With that many parkers choosing to use the wallet, it is reasonable for a city to require a wallet without damaging the public's adoption of the app. Several cities have taken this approach, including Chicago, which has realized more than $2,000,000 in savings since deploying the wallet-only feature.

After initiating a parking session, the parker is free to go about their day without concern for their parking session. When the session is 15 minutes away from expiring, the parker will be notified by their phone. Upon receiving this notification the parker has three options: (1) return to their car, (2) ignore the notification and risk a ticket, or (3) extend their parking remotely. Using the same method that the parker used to initiate the session, the parker may easily extend their parking session. The City can control how many times and for how long the parker may extend their time, ensuring that this convenience is not abused. The parker's credit or debit card is not charged until the end of the session, meaning that extending a parking session only incurs a single charge for the parker and a single merchant processing fee for the City.



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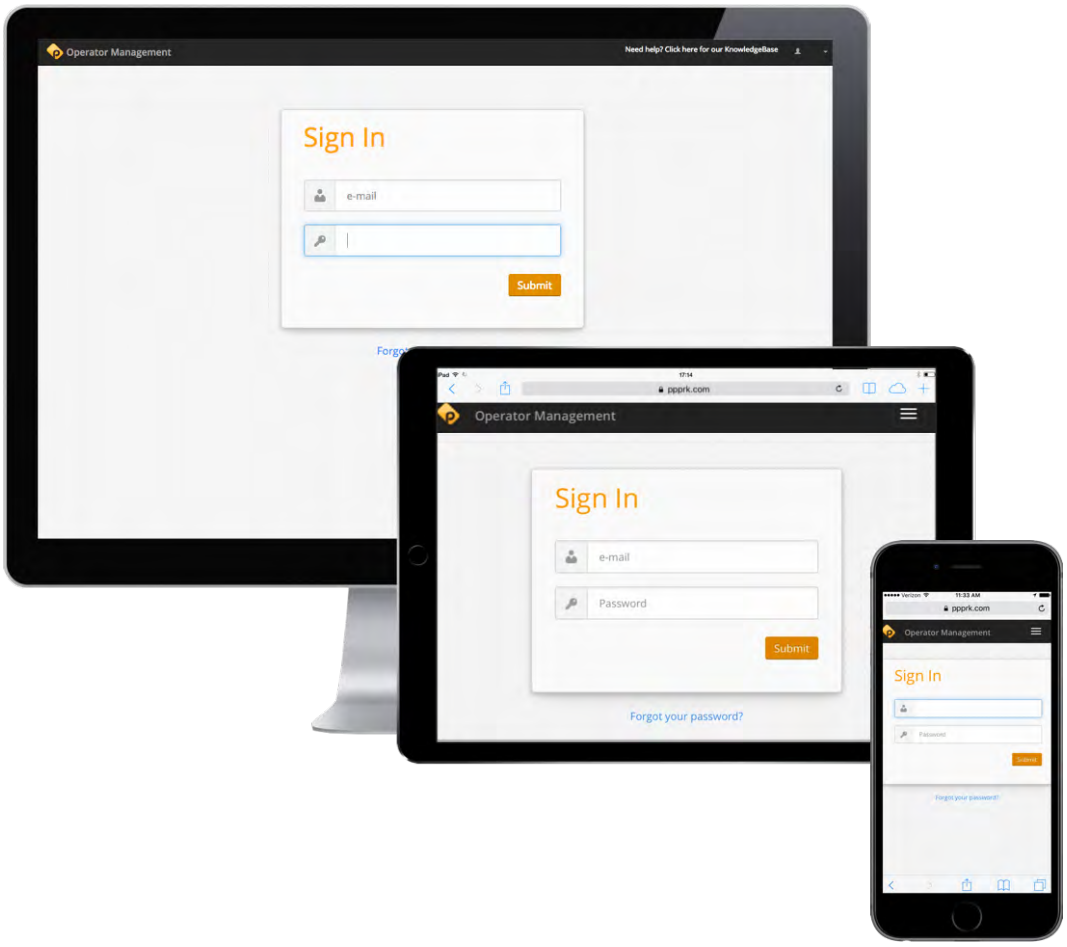
Administrator Requirements

- **Administrator Portal - The system must provide a website accessible only to designed system administrators.** Comply.
    - **Customer service representatives must be able to create and manage user accounts.** Comply.
    - **Customer service representatives must be able to activate or deactivate mobile payment system user accounts.** Comply.
    - **Administrators must be able to run reports on transactions and accounts.** Comply.

    - **Administrators must have an interface to query transactions for ticket adjudication purposes.** Comply.
- **Reporting - The system must provide reporting functionality to designated administrators of the system. These reports must include data on:**
    - **Transactions made by:**
        - **License plate number.** Comply.
        - **Phone number.** Comply.
        - **Username/account number.** Comply.
        - **Date and time.** Comply.
        - **Duration.** Comply.
        - **Rate.** Comply.
        - **Total amount.** Comply.
        - **Payment method.** Comply.
        - **License Plate number.** Comply.
        - **meter/block/zone ID.** Comply.
    - **Account sign ups.** Comply.
    - **Account charges/recharges.** Comply.
    - **The system must allow reports to be exported to:**
        - **Microsoft Excel.** Comply.
        - **Text Files.** Comply.
        - **Database flat files.** Comply.
        - **Direct connection with another database.** Comply.
    - **Reports must be available for viewing or downloaded within reasonable time. The participant must provide performance metrics on its reporting tool, with scenarios such as:**
        - **Number of new accounts per week.** Comply.
        - **Amount of transactions per day by meter/block/zone ID.** Comply.
        - **All transactions in a calendar year.** Comply.
- **Parking System Inventory - The system must have the option for a web-based tool to manage the inventory of the parking system. This section describes the requirements of the inventory management tool.**
    - **The inventory must hold information on each meter/block/zone, including its:**
        - **ID.** Comply.
        - **Address.** Comply.
        - **Status (active or inactive).** Comply.
        - **Rate.** Comply.
        - **Hours of operation.** Comply.
        - **Hours of restrictions.** Comply.
        - **Maximum length of stay.** Comply.
    - **Once a change is made to the inventory, the system must be either updated immediately or queued for update at a set time.** Comply.

- **An administrator must be able to use the tool to manually update the attributes of a single meter/block/zone.** Comply.
- **An administrator must be able to import a file to update the entire inventory.** Comply.

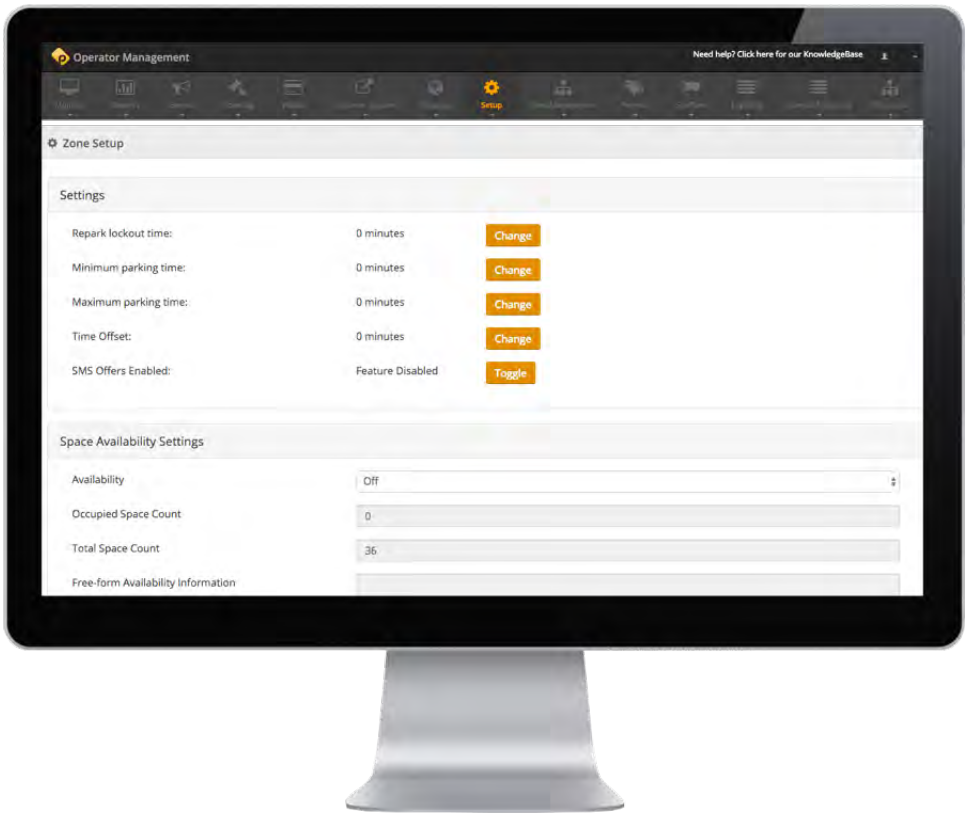
The brain of Passport's suit of products is its backend system, Operator Management ("OpsMan"). OpsMan puts all management and analytics tools into the hands of the the City administrator. OpsMan is accessible on any internet-connected device, is mobile-optimized for use on smartphones or tablets, and allows for an unlimited number of administrators.



System Configuration

Zone and Space Setup

During the implementation process, Passport will fully configure the City to have defined zones and spaces. During this process, the City's dedicated project manager will divide the City into zones, assign a unique number to each zone, and number the parking spaces (if space based).



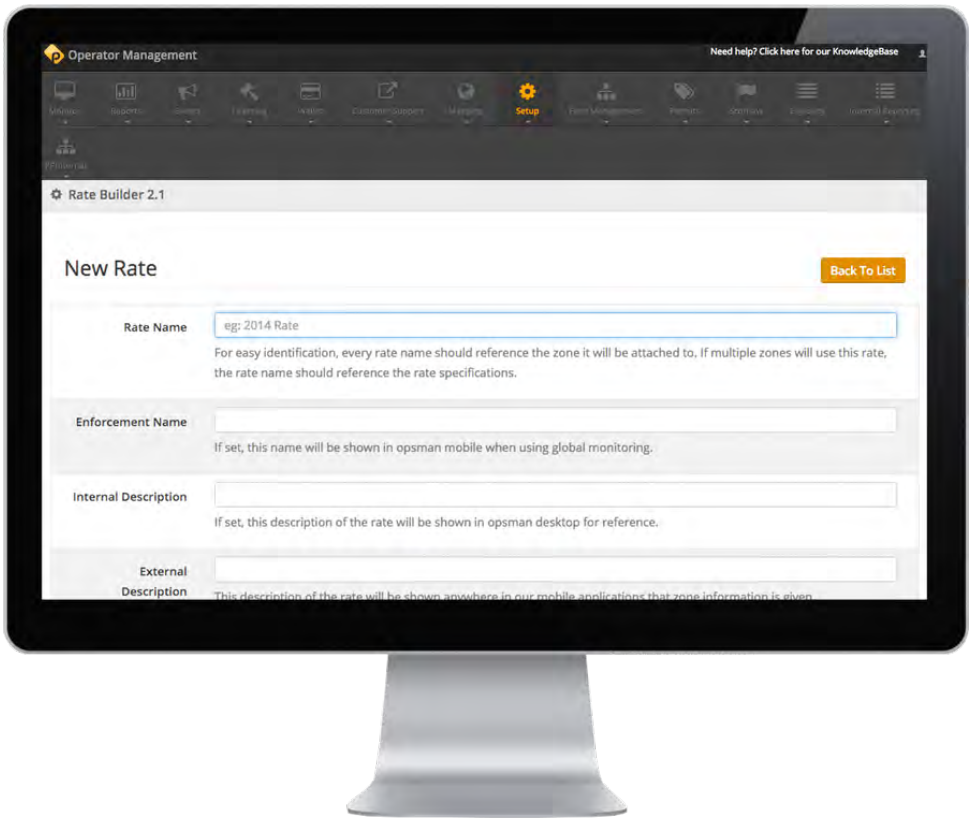
Integrations

Passport operates an open Application Programming Interface ("API"), which makes it much easier to integrate with other software providers. While Passport is implementing its product, it will also integrate with other necessary software to provide a seamless transition.

Rate Setup

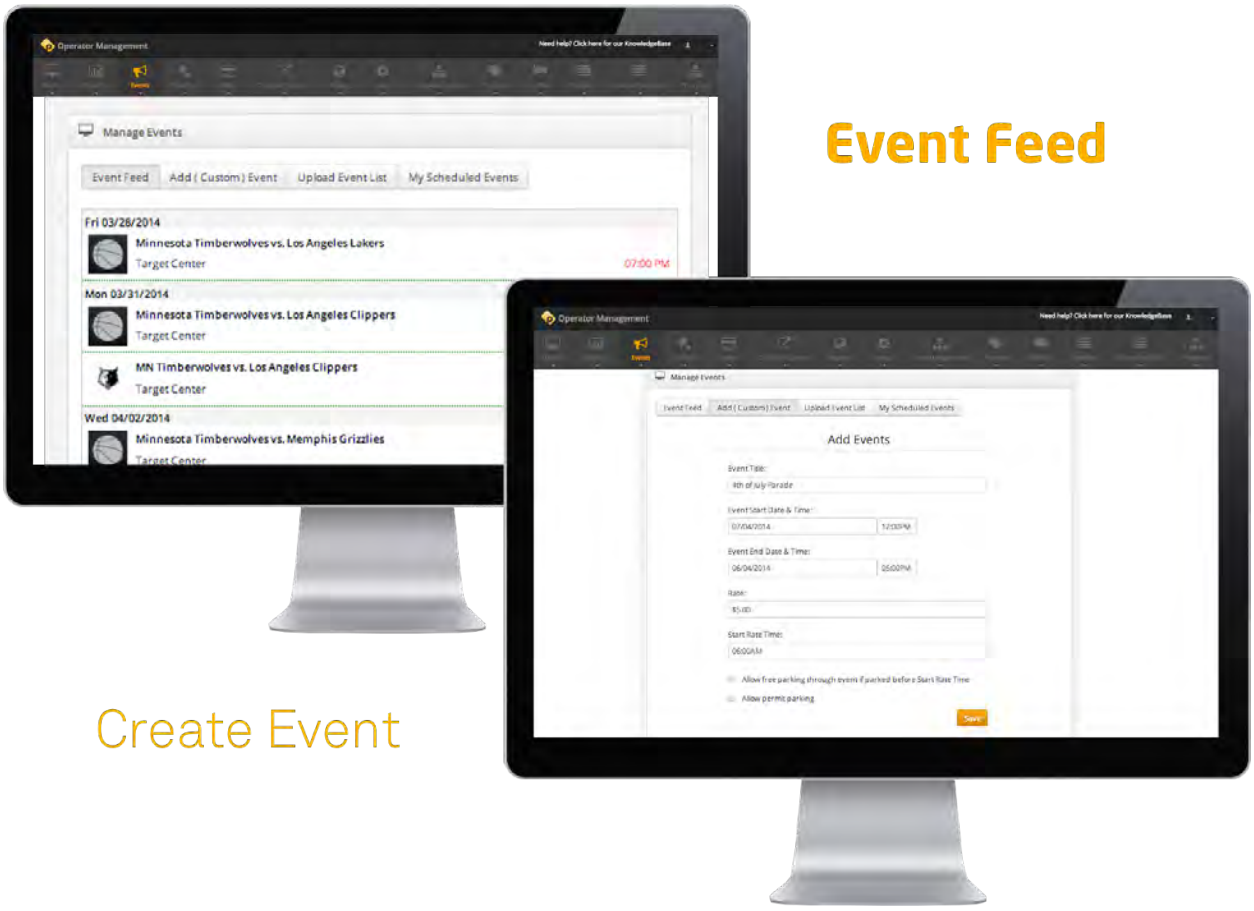
Initially, Passport will configure all rates within the City prior to launch. These rates will match what the City currently has in place. However, after launch, the City will be able to fully control the rate structure.

In OpsMan, the City administrator responsible for setting rates will navigate to the "Setup" tab and then select "Rates" from the dropdown menu. From here, the administrator will be able to add a new rate, delete a rate, or modify an existing rate. These changes can be set to either take effect immediately or at a scheduled time.



Event Rates

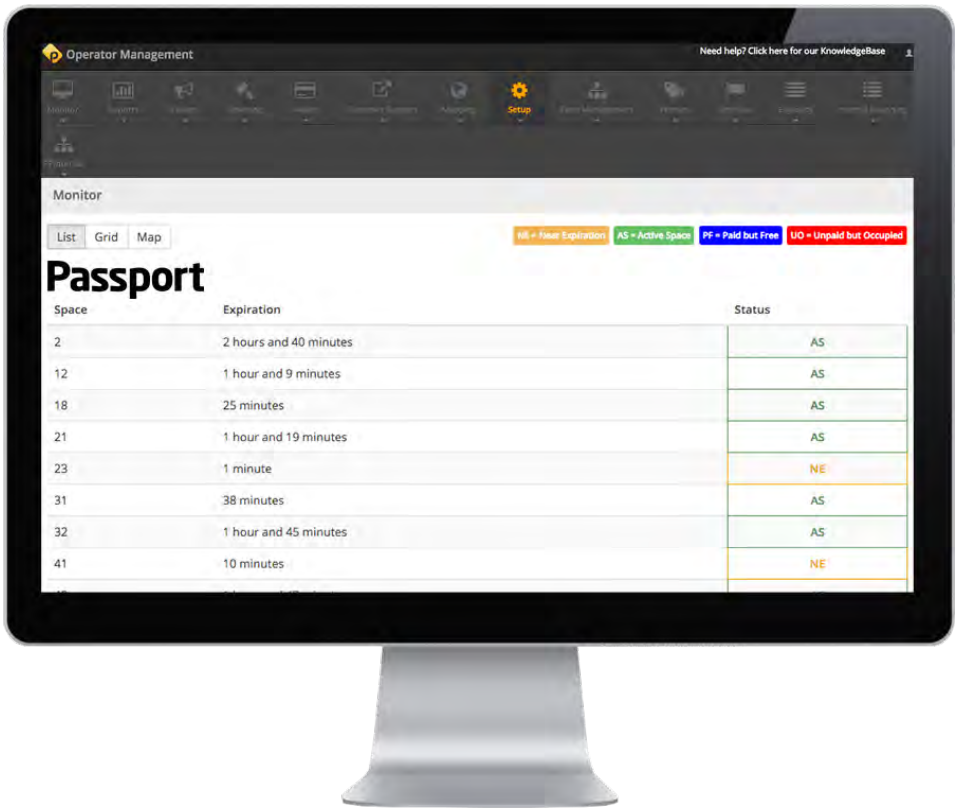
If there is a special event in the City, the City will be able to set special rates for specific lots. From the OpsMan dashboard, the administrator will navigate to the "Events" tab and select either "Manage Venues" or "Manage Rates." From this screen, the City will input information related to the event, including starting and ending date and time. The City will also have the option of make certain zones free during this time or accepting permits during the event. This information will update in real time to the Passport Mobile Payment app and OpsMan, giving all parkers and parking enforcement officers access to the most recent rates.



System Transparency

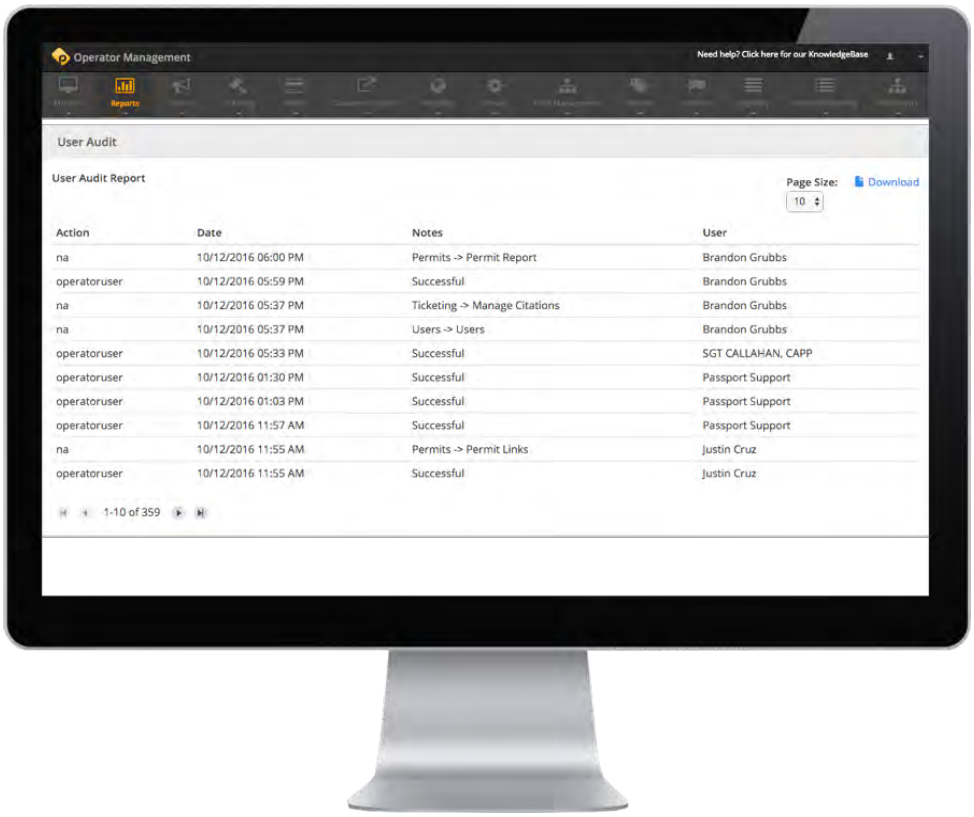
Live Monitoring

OpsMan gives the City complete insight into the entire parking system. An administrator will be able to watch a Live Feed of all transactions. Using the monitor feature, City administrators can see how many parking sessions are active, which sessions are about to expire, whether a space is occupied in a "free" zone, and whether a space is already expired.



Complete Control

OpsMan puts all of the control into the hands of the City. For all platforms, administrators will have the ability to update information including names, vehicle information, and LPNs. As an added layer of transparency, every adjustment made in OpsMan is time stamped with the username of the administrator making the adjustment as well a date and time.



Reporting

OpsMan aggregates data from all other platforms (Passport app, OpsMan Mobile, and RMCPay), allowing City administrators to access and analyze data in real time. OpsMan comes with certain predefined reports, but all data may be exported to Excel, giving the City even more control over management of the system. All reports can be manually run or scheduled to run in the future. Pre-scheduled reports can be set to run on a recurring or one-time basis.

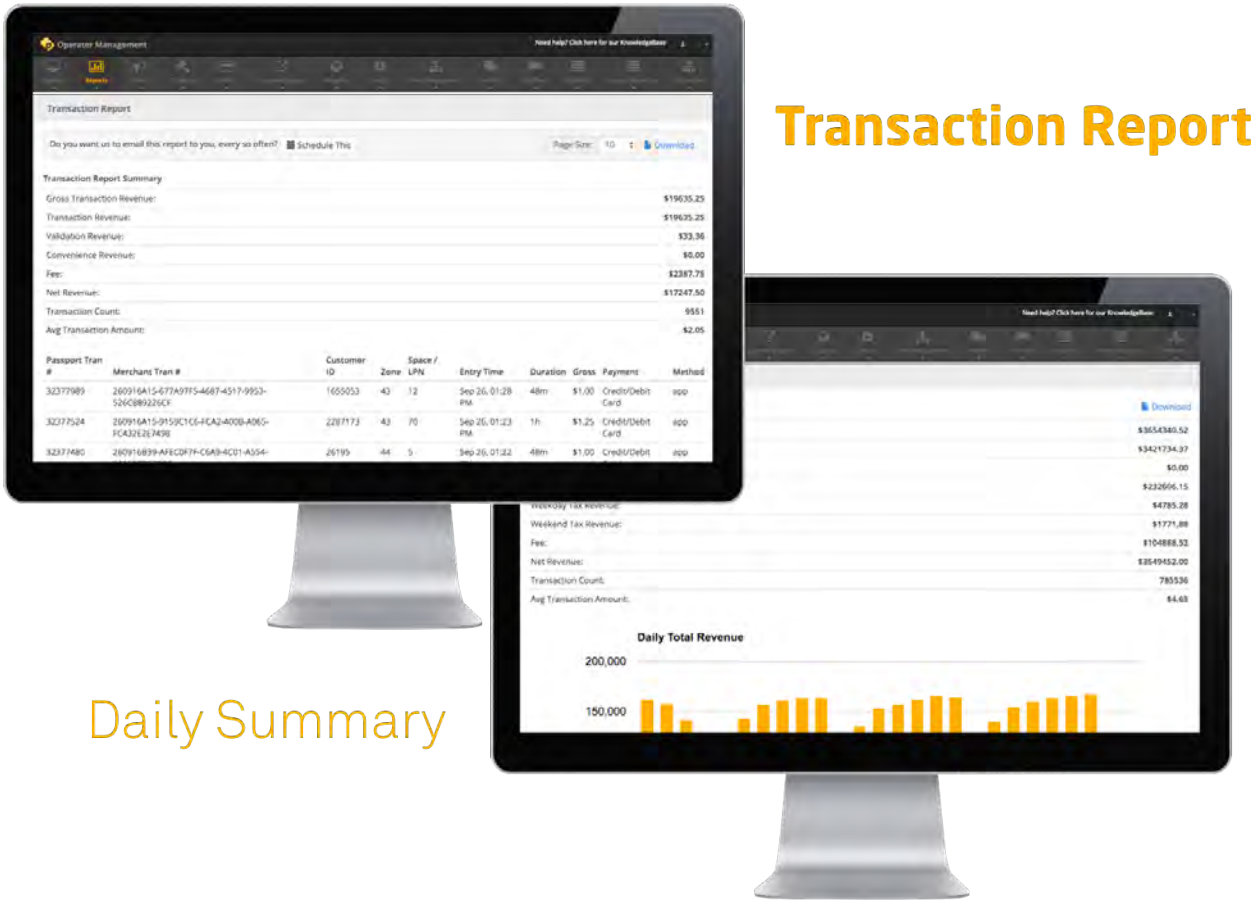
Predefined Reports

OpsMan is configured to run reports on a myriad of topics and facets related to the entirety of the City's parking environment. In running these reports, the City may choose the time frame, being as broad as total transactions and as a specific as a given day. OpsMan will come with the following reports ready to be run on the following topics:

Mobile Payments for Parking

Financial Reporting
- ➔ Transaction Report
- ➔ Daily Total Revenue
- ➔ Summary By Zone
- ➔ Wallet Summary
- ➔ Merchant Report

	➔	Void/Refund Report
	➔	Declined Card Transactions
	➔	Many more!
Customer Reporting	➔	Individual Customer Report
	➔	Utilization by Space Number
	➔	User Report
Events Reporting	➔	Events Summary
Administrative Reporting	➔	Audit Reports
	➔	Suspended Account Attempts

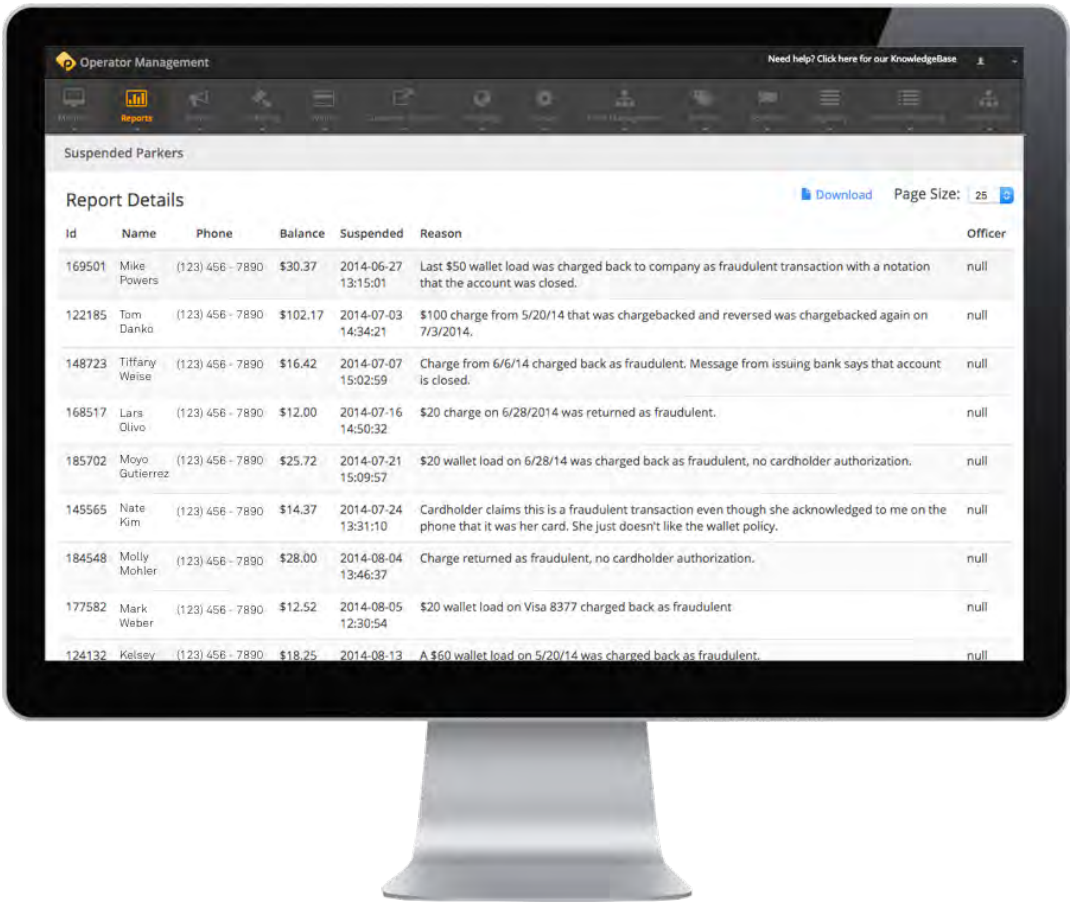


Ad Hoc Reports

Aside from the predefined reporting, Passport will also work with the City to create custom reports. Whenever a custom report is generated for a specific City, that same report will be made available to all other clients. The following are the current custom reporting available in OpsMan:

- ➔ Payment Rates by Month,
- ➔ Payments by Platform,
- ➔ Suspended Parkers;
- ➔ Online Payments by Source, and

➔ Passport continues to add to these reports.

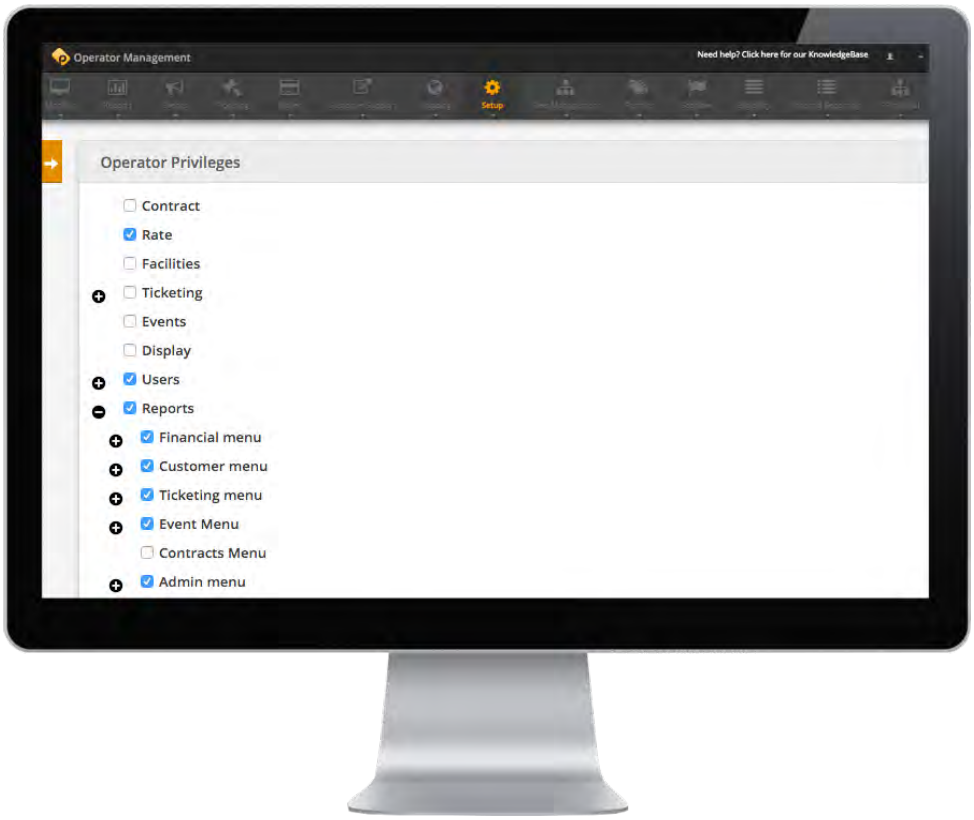


Id	Name	Phone	Balance	Suspended	Reason	Officer
169501	Mike Powers	(123) 456 - 7890	$30.37	2014-06-27 13:15:01	Last $50 wallet load was charged back to company as fraudulent transaction with a notation that the account was closed.	null
122185	Tom Danko	(123) 456 - 7890	$102.17	2014-07-03 14:34:21	$100 charge from 5/20/14 that was chargebacked and reversed was chargebacked again on 7/3/2014.	null
148723	Tiffany Weise	(123) 456 - 7890	$16.42	2014-07-07 15:02:59	Charge from 6/6/14 charged back as fraudulent. Message from issuing bank says that account is closed.	null
168517	Lars Olivo	(123) 456 - 7890	$12.00	2014-07-16 14:50:32	$20 charge on 6/28/2014 was returned as fraudulent.	null
185702	Moyo Gutierrez	(123) 456 - 7890	$25.72	2014-07-21 15:09:57	$20 wallet load on 6/28/14 was charged back as fraudulent, no cardholder authorization.	null
145565	Nate Kim	(123) 456 - 7890	$14.37	2014-07-24 13:31:10	Cardholder claims this is a fraudulent transaction even though she acknowledged to me on the phone that it was her card. She just doesn't like the wallet policy.	null
184548	Molly Mohler	(123) 456 - 7890	$28.00	2014-08-04 13:46:37	Charge returned as fraudulent, no cardholder authorization.	null
177582	Mark Weber	(123) 456 - 7890	$12.52	2014-08-05 12:30:54	$20 wallet load on Visa 8377 charged back as fraudulent	null
124132	Kelsey	(123) 456 - 7890	$18.25	2014-08-13	A $60 wallet load on 5/20/14 was charged back as fraudulent.	null

The City will be able to export all data to Excel and run whatever queries they would like.

Limited Administrative Access

Knowing that different roles and administrators have different data needs, Passport created OpsMan to easily limit access. The main City administrator will have access to all data and be able to easily manage different access levels. These levels can range from having access just to financial information for the City's accountants, to giving the parking management office access to every aspect of the system. All of this is possible in OpsMan and is within the full control of the main City administrator.



Customer Support

Live Chat Support

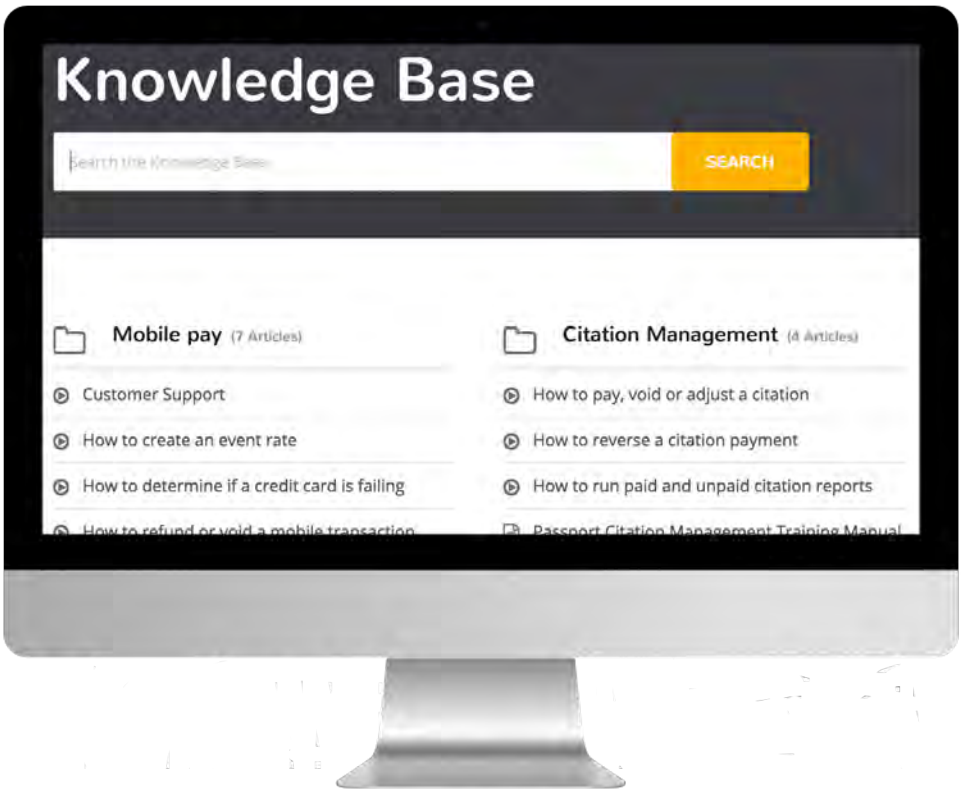
Passport will offer live support, via the telephone, for any technical issues that the parker may encounter. However, when the parker has questions or issues with the actual parking structure, they will be directed to contact the City. To manage this influx of calls, Passport created a live chat support function between the parkers' app and OpsMan. City administrators will be able to speak directly to parkers and solve problems, from any location with internet access. This improves the parker's experience using the application and it releases the City from tying customer service to a particular call-center location.

Client Success

Knowledge Base

Knowledge Base is an online repository of training videos, online forums, and training materials, all of which are updated along with the software. Using Knowledge Base, City administrators will be able to chat with other OpsMan administrators in other cities to work through common problems; watch short training videos on new and old functionality; and access training manuals for each of Passport's products.

Passport's Client Success Managers ensure that this information is updated regularly. If, for whatever reason, Knowledge Base does not address the City's concern, the Client Success Manager is always on hand to resolve issues as needed.



Client Support

After contract execution, the City will be managed by Passport's Client Success team. This team is made up of the Client Success Manager and a Product Support Specialist. The Product Support Specialist is devoted solely to the technical support of the City. Having a dedicated technical support line and representative ensures that the City receives the best service in a timely manner.

The City will be able to contact the Product Support Specialist 24 hours a day, 7 days a week via email and during regular business hours via phone. Regardless of method of communication, all issues will be resolved in accordance with Passport's backup procedures, which prioritizes problems by the impact of the issue. The Product Support Specialist will be in constant contact with the City throughout the resolution of the problem.

All technical and operational support items should follow the outlined procedure:

a. Email: help@passportinc.com Include the nature of the issue and any background that would be helpful in resolving the identified item.
b. Phone: Immediately call 980-939-0990
c. The on-call team will respond to inquiries and take appropriate action

Other Technical Requirements

- **Data Security - The system must exercise industry standard protocols to ensure the protection of any data stored and transmitted in the system, including:**
    - **Securing physical servers, storage, etc.** Comply.
    - **Firewalls to protect against unauthorized access.** Comply.
    - **SSL encryption on websites.** Comply.
    - **PCI PA_DDS level 1 compliant on all applicable data.** Comply.
    - **SAS 70 Type II certified before the Notice of Award.** Comply.
    - **The participant must minimize NCPA's exposure to sensitive data, such as:**
        - **Credit card numbers.** Comply.
        - **Personal information of users.** Comply.
        - **The participant must describe its data security plan and disclose any breaches of security.** Comply.

At its base, Passport is a payments processing company. In order to do this effectively, security is the number one concern of everyone at Passport. Passport goes above and beyond required security measures to provide peace of mind to cities, parkers, violators, permit holders, and riders.

PCI-DSS Compliance

Any merchant that stores, processes, or transmits cardholder data is required to maintain payment security of that information. PCI security standards lay out the technical and operational requirements for software developers and manufacturers of applications and devices used in payment transactions. PCI Data Security Standards (PCI-DSS) provide actionable framework for developing a robust payment card data security process -- including prevention, detection, and appropriate reaction to security incidents.

Passport maintains PCI-DSS Version 3.1 compliance. No sensitive information is stored or transferred on the Passport database. The only information stored on the database are names, phone numbers, and email addresses. All credit card information is stored in an isolated card storage database. That data is encrypted and tokenized to reduce the risk of credit card fraud in the event of a breach. Please see page 21 for Passport's Compliance Certificate.

SSAE-16

The Statement of Standards for Attestation Engagements (SSAE) No. 16 is the authoritative guide for reporting on service organizations. Using these standards, Passport is audited by an Independent Auditing Firm, which issues a Service Auditor's Report. The Report outlines the chain of control and risk associated

with internal operations. Passport completes SSAE-16 audits annually for its mobile payment transactions.

PriceWaterhouse Coopers

In addition to other security standards and audits that Passport regularly engages in, Pricewaterhouse Coopers conducts ethical hacking on Passport's system yearly. PwC hackers attempt to break Passport's system, searching specifically for security flaws. Any issues that arise from this exercise are immediately relayed to Passport and fixed.

A-LIGN

Passport hires A-LIGN to assist in meeting specific auditing and security assessment needs. A-LIGN helps navigate security standards for credit card transactions and ensures that Passport continually meets and exceeds those standards.

Secure Socket Layer

Passport utilizes Secure Socket Layer (SSL) to securely transfer sensitive data between the application and servers. SSL is the standard security technology for establishing an encrypted link between a web server and a browser. This link ensures that all data passed between the web server and browsers remain private and integral.

Passport only stores the name and email address of the parker, violator, permit holder, or rider on the application while all other sensitive data is stored on a secured, firewall protected server.

Gateway Provider

Passport is listed as a certified gateway provider on both Visa and Mastercard's national registries. Additionally, Passport is recognized as a sponsored service provider for both companies as well.

OpsMan

Internal security standards are managed through Passport's backend system, Operator Management ("OpsMan"). OpsMan restricts access to data via permissions defined by the City for the administrators. Roles can be created such that specific titles correspond to specific access permissions. Passport will only have access to the username (either email or phone number) of administrators for troubleshooting and customer support.

- **System Availability - The system must provide redundant/failsafe servers which ensure at least 99.9% uptime of all components of the system, including:**
    - **IVR, including the availability of live customer service representatives.**
      Comply.

- **Mobile applications.** Comply.
- **User and administrator websites.** Comply.
- **Integration with existing multi-space meters (only for the integration part for which the participant is responsible).** Comply.
- **Integration with existing enforcement systems (only for the integration part for which the participant is responsible).** Comply.
- **The proposed system must be able to handle up to 50 million mobile payment transactions per year, including up to 12,000 transactions per hour.** Comply.
- **The system must provide system uptime reports from the past 4 years and also provide a plan to scale the system to support additional users and transactions.** Comply.

Passport's servers are hosted by Amazon Web Services ("AWS"), a secure cloud services platform that stores databases and delivers content and functionality to its clients. Part of AWS's service offering is the implementation and maintenance of virus and security software. Using AWS and its suite of products, Passport is able to offer peace of mind to the City.

Database Storage

Amazon Relational Database Services ("RDS") houses Passport's database. RDS provides multiple advantages to Passport such as provisioning, patching, backup, recovery, failure detection, and repair. Using AWS and RDS, Passport is able to scale easily, which means that every one of Passport's clients' utilization can grow quickly and all at the same time without affecting the efficacy of the database.

Elastic Load Balancing

Multiple servers exist within the system, each with the capacity to host the entire system. Amazon RDS automatically creates a primary database instance, which is simultaneously replicated to a standby instance in a different Availability Zone ("AZ"). Each AZ runs on its own physically distinct, independent infrastructure, and is engineered to be highly reliable.

If a server becomes overloaded or fails, RDS performs an automatic failover to the standby instance. This means that the application can resume database operation without the need for manual intervention. Essentially, RDS protects the system from failure and the only potential lag time would be the amount of time it takes for the system to failover from one AZ to the next.

Database Backup

RDS offers automated backup, which allows for point-in-time recovery of Passport's database instance. RDS backs up the database and transaction logs and stores both for a specified retention period, meaning that Passport can restore its database instance to any second during the retention period, up to the last five minutes. Passport's entire database is

backed up daily between 3:00-3:30AM EST, capturing all transaction logs. Each backup is saved for seven (7) days. Thus, if there is ever a failure of the server, Passport will be able to recover all data and transaction logs up to the morning of the failure.

Database Snapshots

Amazon's Simple Storage Services ("S3") takes and stores database snapshots of the entire system. The snapshots are kept until explicitly deleted and are incredibly durable, allowing Passport to create a new instance of the database from the snapshot whenever needed or desired. These snapshots can be stored in separate AZs, giving an additional protection against any potential system failure or overload. Daily offsite snapshots are taken of the entire Passport database.

Passport guarantees that its solution will have a 99.9% uptime.

Integrations

- **Multispace Meters - The system must be able to communicate with the back office system of the existing multi-space meters. The system must have the following requirements:**
    - **Send each transaction to the existing back office system or a 3d party system as it happens in real time.** Comply.
    - **Accept transactions sent from the back office system or a 3d party system.** Comply.
    - **The participant must provide examples of data formats and delivery methods used to communicate transactions to and from external systems.** Comply.
- **Enforcement - The system must be able to communicate with any enforcement system. The system must have the following requirements:**
    - **Allow a device to query the payment status of a vehicle through its license plate number using an API provided by the vendor that is compatible with:**
        - **Android.** Comply.
        - **iOS.** Comply.
        - **Blackberry.** Comply.
        - **Windows Mobile.** Comply.
        - **A platform agnostic web service.** Comply.
    - **Allow a device to query a list of paid vehicles through a meter/block/zone ID.** Comply.
    - **Allow a license plate recognition system to query the payment status of a vehicle through its license plate number.** Comply.
    - **Pull or receive a list of license plate numbers flagged by law enforcement.** Comply.
    - **The system must be able to send an alert when a matching vehicle makes a parking transaction.** Comply.

- **The participant must provide examples of their enforcement integration models with other clients.** Comply.

Passport is a leader in integrated technology software for parking due to an open API, which integrates with all other providers in the City's ecosystem. Passport's solution uses a caching system that ensures the fastest transfer of data and system performance between providers, including Digital Payment Technologies, IPS, and CALE. Passport has the ability to push information to the meters meters, however, many meter providers charge per transaction for pushing data. To save the CIty money, Passport bypasses this step and pushes data directly to the citation enforcement issuance provider.

Passport recommends using its Citation Management Platform for the best quality service, but if the City has a different provider, Passport will work with that provider to deliver a seamlessly integrated experience. Passport is currently integrated with the following citation management software: Xerox, T2, Duncan Solutions, CivicSmart, Kelly & Ryan Associates, AIMS, UP Safety, Clancy Systems, Complus Data, Quatred, and VATS. If parking enforcement officers are not all equipped with an internet-connected issuance device, Passport will provide the City with its Park Monitor solution, which tracks all active parking sessions and is available via any Android device.



Enforcement Integration Examples

Example: Genetec Integration

Passport maintains an existing integration with Genetec for LPR enforcement. With this integration, when a parker pays with the Passport app, parking rights are automatically synchronized with AutoVu mobile ALPR enforcement units. All information is passed in real-time, thereby decreasing the number of parking ticket disputes and increasing compliance in payment from parkers. Passport is able to meet this level of integration with other LPR technology providers with which the City already works.

Example: TurboData Integration

Passport maintains an active integration with TurboData whereby Passport sends real-time parking session data to the Android and Dolphin 99EX Honeywell handhelds and to the TurboData system for real-time monitoring of all parking session statuses. By pushing this information in real-time, TurboData the City will be able to monitor all parking sessions throughout the City.

Example: T2 Flex Integration

The Passport/T2 integration pushes all parking session statuses in real-time to T2 issuance devices. So long as the issuance device is connected to the internet or cellular data, it will receive parking session data immediately. The City's parking enforcement officers will be able to see whether a parking session is active or inactive and take the appropriate action. As it is not necessary for accurate enforcement, Passport does not push any monetary information to the T2 system.





Customer Service

- **End User Customer Service - The vendor must provide the following customer service to end users:**
    - **Live operators available 24/7 to create accounts and resolve issues.** Comply.
    - **Language support for:**
        - **English.** Comply.
        - **Spanish (if available).** Comply.
    - **Customers looking to establish contact with a live operator must be provided the option at the start of a parking action.** Comply.
    - **Callers seeking a live operator must not be on hold for longer than 2 minutes.** Comply.
    - **Music and updated messaging must be provided during calls on hold.** Comply.
    - **Customers looking to find parking must be provided a web-based or mobile app based map, or other method of locating metered parking.** Comply.

The vendor must provide a customer support plan that includes projected call volumes and number of support staff available. Comply.

Passport supplies a variety of support through the application, website, and and telephone support. Parkers will have unlimited access to parking history and self help in the form of FAQs through the website and application. Additionally, Passport will provide live agent support from 8am-9pm EST Monday-Saturday and 12pm-9pm EST on Sundays. Outside of those hours, the parker will be able to call a dedicated call center, which will answer basic questions related to the application and flag any more serious issues to be handled by a Passport Customer Support representative the next day.

The extent of Passport's support will be limited to questions related to the application itself. Passport will not answer questions related to the City's parking operations and will direct any parkers with those questions directly to the City. Passport technical support will also not issue refunds, which are considered to be a business decision to be made by the City. However, Passport's technical support will void payments in truly duplicative situations, where the parker unintentionally started multiple parking sessions.

Passport strives to create an intuitive application that ought to reduce the number of technical support representatives required. As an example, Passport technical support has fielded only 75 calls for the City of Victoria, B.C. in the first 10 months of deployment. While Passport is able to handle multiple calls at once, this is rarely necessary.

- **NCPA Support - The vendor must provide the following services to NCPA:**
    - **Technical support during normal business hours of 8:30AM to 6:00PM (EST).** Comply.
    - **Engineering staff to perform development, testing, and deployment.** Comply.
    - **Response times of less than 30 minutes for urgent issues.** Comply.
    - **Resolution of urgent issues in less than 2 hours.** Comply.

The vendor must provide examples of development project plans and issue resolution processes with other clients. Confirmed.

After contract execution, the City will be introduced to Passport's operations team, which is comprised of Enterprise Implementation and Client Success. This team will be the liaison between the City and Passport, including all software engineers. The first call post-contract will be managed by the Regional Sales Vice President, David Singletary. David will introduce the mobile ticketing platform and the rest of the Passport team to the City's team. After this call the City's main points of contact will be its Project Manager and Client Success Manager, however, David will remain a secondary resource for the City, in the event he is needed.

After launch, the CSM will speak with the City on a monthly basis, at a minimum, to fully understand the state of affairs. During these calls, the CSM will also impart any roadmap updates or new features that may be beneficial to the City. Once a quarter, the CSM will conduct a system review with the City to ensure that the product meets or exceeds the needs of the City. Passport positions its CSMs to be the best resource for any City not only on all things Passport, but all things related to enforcement.

To address any critical problems or triaging any issues, the City will also have access to a dedicated Product Support Specialist (the "PSS"). The PSS is trained in solving most problems that the City may encounter and for any problem that is outside the scope of their training, the PSS will liaise with the software engineer that built the system. Any issues will be addressed immediately and should be resolved within 24 hours of notice. This support is available 24 hours a day, seven days a week. Depending on the severity of the issue, Passport will respond as follows:

Priority 1 – Critical Problems: If the service is experiencing problems that crash the system completely, leads to data corruption, cause major functions or features to fail to operate, or are otherwise significant, material, and substantive. Passport will provide an error notice for such problems within fifteen (15) minutes of Provider's receiving notice of such error and dedicate resources on a continual, best efforts basis to correct the problem within one (1) hour of receipt of the Error Notice. Passport will provide the City status reports every one (1) hour, or more frequently if requested by the City, until the problem has been corrected.

Priority 2 – Medium Impact Problems: If the service is experiencing problems that cause significant delays or cause minor functions or features to fail to operate that is substantive, but not material. Provider shall provide an Error Notice for such problems within one (1) hour of Provider's receiving notice and shall work during normal business hours and use reasonable commercial efforts to correct the problems within six (6) hours of receipt of the error notice. Passport will provide the City status reports every one (1) hour, or more frequently if requested by the City, until the problem has been corrected.

Priority 3 – Low Impact Problems: If the service is experiencing problems that cause minor delays, but do not inhibit the ability to use the service and are neither substantive nor material. Passport will provide an error notice for such problems within one (1) hour of Provider's receiving notice and shall work during normal business hours and use reasonable commercial efforts to correct the problems within one (1) day of receipt of the error notice. Passport will provide the City status reports every one (1) hour, or more frequently if requested by the City, until the problem has been corrected.

All technical and operational support items should follow the outlined procedure:

Phone:

- Immediately call (980) 939-0990 for Technical Product Support
    - If an email response or phone call does not occur within under 5 minutes call any of the secondary support numbers, which go directly to support engineers

Email:

- The City may email Passport at any time and will receive a response as soon as possible.
    - Parker support: support@passportinc.com

- City support: help@passportinc.com

Training

The vendor must provide training to personnel designated by NCPA and cooperating agencies in the following areas:

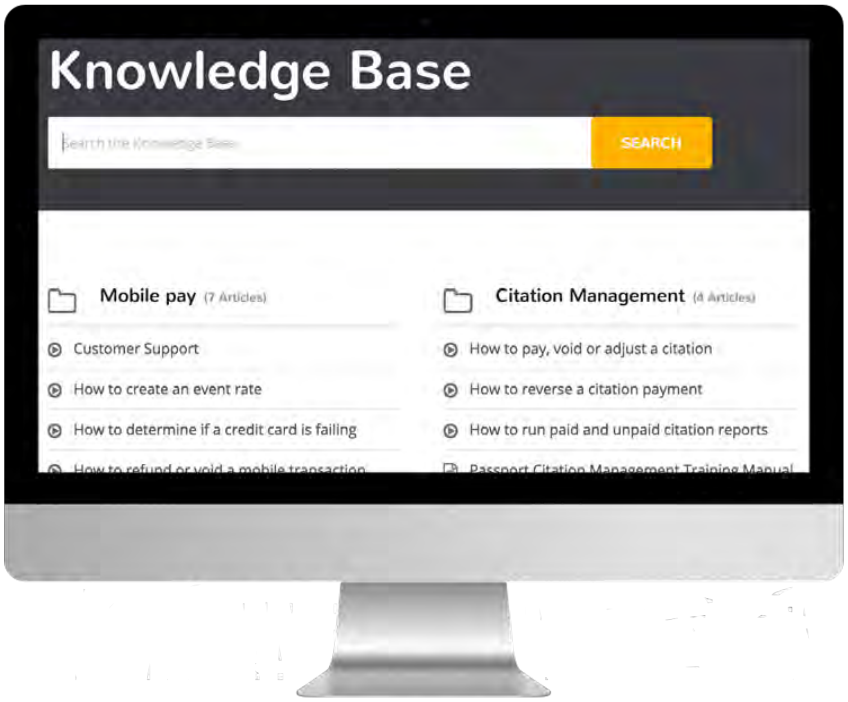
- **Use of payment methods.** Comply.
- **Use of any websites designed for users and administrators.** Comply.
- **Use of any enforcement tools.** Comply.

The vendor must also provide training for end users, including, but not limited to a frequently asked questions (FAQ) section and/or instructional videos on the vendor's website. Comply.

During implementation, Passport will train City administrators on how to best utilize the backend system, Operator Management ("OpsMan"). During that training, the City will learn all of the different ins and outs of the system and be prepared to take over operations after launch. Passport also understands that it's easy to forget things that aren't always in front of you and so it created Knowledge Base.

Knowledge Base is an online repository of training videos, online forums, and training materials, all of which are updated along with the software. Using Knowledge Base, City administrators will be able to chat with other OpsMan administrators in other cities to work through common problems; watch short training videos on new and old functionality; and access training manuals for each of Passport's products.

Passport's Client Success Managers ensure that this information is updated regularly. If, for whatever reason, Knowledge Base does not address the City's concern, the Client Success Manager is always on hand to resolve issues as needed. Please see page 103 for training materials.



Deployment

The vendor must provide examples of deployment plans with other clients that include the following:

- **Development schedule.**
- **Testing schedule.**
- **Roll out schedule.**
- **Marketing schedule.**
- **Training Schedule.**

The participant must provide a tentative deployment schedule for NCPA that includes all services.

PROJECT MILESTONES	DURATION (DAYS)	DAYS AWAY FROM LAUNCH
KICKOFF	10	**43**
review of current environment	2	43
kickoff call	0	39
request for additional information	4	38
develop project plan	2	31
distribute project schedule & documents	0	30
follow-up call if needed	0	30
SYSTEM SETUP/PROVISIONING	13	**29**
contact and customer support information	2	29
assign users and roles	3	25
ENVIRONMENT SETUP	12	**28**
complete environment and rate buildout	5	28
provide testing link to client	1	21
perform environment and rate testing	5	17
client signoff on environment and rate testing	0	11
DETERMINE IVR SETUP	4	**24**
establish main phone number	1	24
develop calling tree script	2	23
deliver calling tree script for signoff	0	22

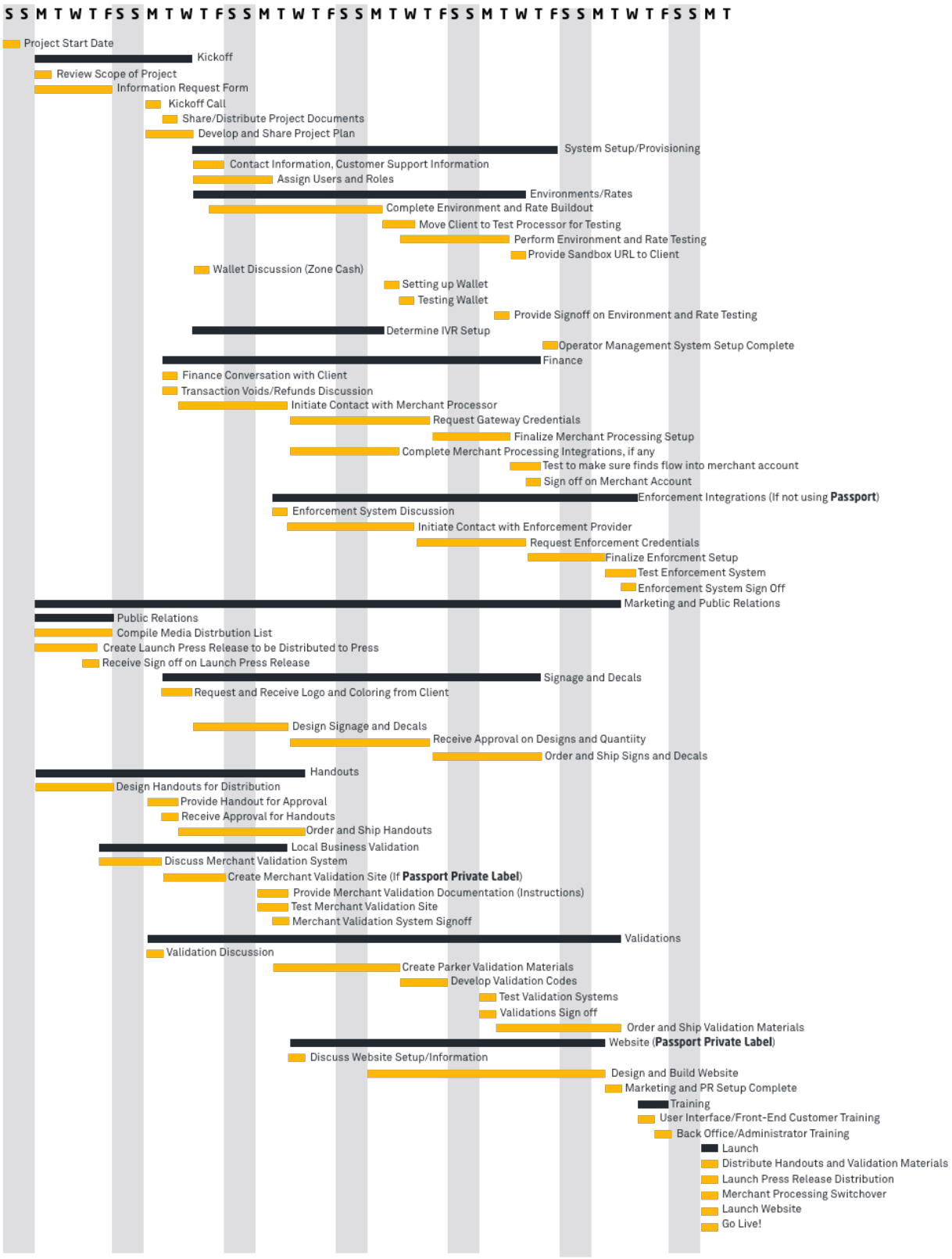
client signoff on IVR system	0	21
CUSTOM INFORMATION	4	**18**
develop terms and conditions, privacy policy, and FAQ	4	18
custom wording for specific emails	1	18
receipts	1	18
wallet Loads	1	18
expiring credit cards	1	18
Operator Management System Setup Complete		
PARKING PAYMENT INTEGRATION	7	**22**
initiate contact with parking device/enforcement provider	1	22
request and receive device credentials	3	21
finalize integration setup	2	16
test parking system	1	14
client sign off on parking payment system integration	0	14
FINANCE	16	**35**
finance conversation with client	1	35
transaction voids	1	35
refunds	1	35
wallet	1	35
wallet setup	2	32
initiate contact with Merchant Processor	5	32

request gateway credentials	5	25
finalize merchant processing setup	3	18
test flow of funds to merchant account	2	15
client sign off on merchant account	0	14
MARKETING AND PUBLIC RELATIONS	22	**32**
decals and signage	21	32
discuss size and content	3	32
design decals and signage	5	29
send proofs to client for approval	1	22
client sign off on decals and signage	0	22
confirm quantity	2	21
place order	2	21
receive shipment	10	17
public relations	10	18
compile media distribution list	5	18
draft pre-launch press release	4	11
client sign off on pre-launch press release	0	8
distribute pre-launch press release	1	7
create launch press release	4	11
client sign off on launch press release	0	8

validation		14	22
	validation discussion with client	1	22
	create parker validation materials	4	14
	develop validation codes in system	3	8
	test validation system	1	3
	client sign off on validations	0	3
handouts		17	25
	design handouts for distribution	5	25
	send handouts to client for approval	2	18
	client sign off on handouts	0	3
	receive handouts	0	3
Marketing and PR Setup Complete			
EXISTING MOBILE PAY PROVIDER		9	**11**
	contact provider for user accounts	5	11
	change any reference of existing provider	5	7
	verify all information has been removed	0	0
TRAINING		2	**2**
	move client to test merchant account for training	1	2
	user interface and front end customer training	1	1
	back office and administrative training	1	1

LAUNCH	3	**3**
distribute handouts and validation materials	1	0
distribute launch press release	1	0
merchant processing switchover	1	0
launch website	0	3
GO LIVE		
POST LAUNCH FOLLOW UP	7	
management checkins	7	

TOTAL CALENDAR DAYS	**43**
TOTAL WORKING DAYS	**32**



Additional Integrated Services

The vendor must incorporate additional integrated services and pricing to their proposal, including but not limited to:

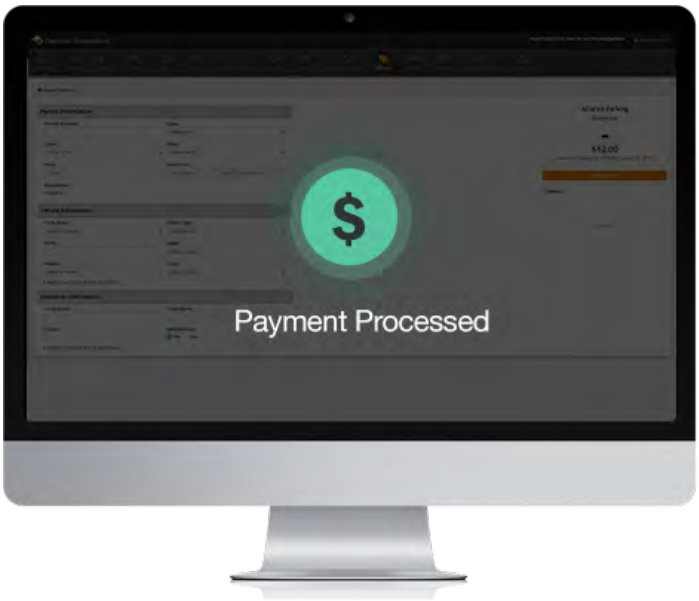
- **Digital virtual permit management system for monthly, residential, visitor, and other parking related permits:**
    - **The whole lifecycle of a permit must be automated.** Comply.
    - **Registration, application, auto-renewal payments, approval (if applicable), and issuance must be performed online.** Comply.
    - **Permits can be assigned to the vehicle's license plate number, send to the permit holder's smart phone or other mobile device or printed at home.** Comply.
    - **Online personal account for permit holder to update information and manage their account.** Comply.
    - **Waiting list and mass email functionality.** Comply.

Passport's Digital Permit Platform ("DPP") delivers an end-to-end digital solution to manage and enforce parking permits throughout the City. DPP was built in conjunction with Passport's Citation Management Platform and informed by Passport's experience with public and private parking operations. The result is a digitally enforceable permitting system, that is able to manage the entire application process, including uploading eligibility documents and managing a wait list.

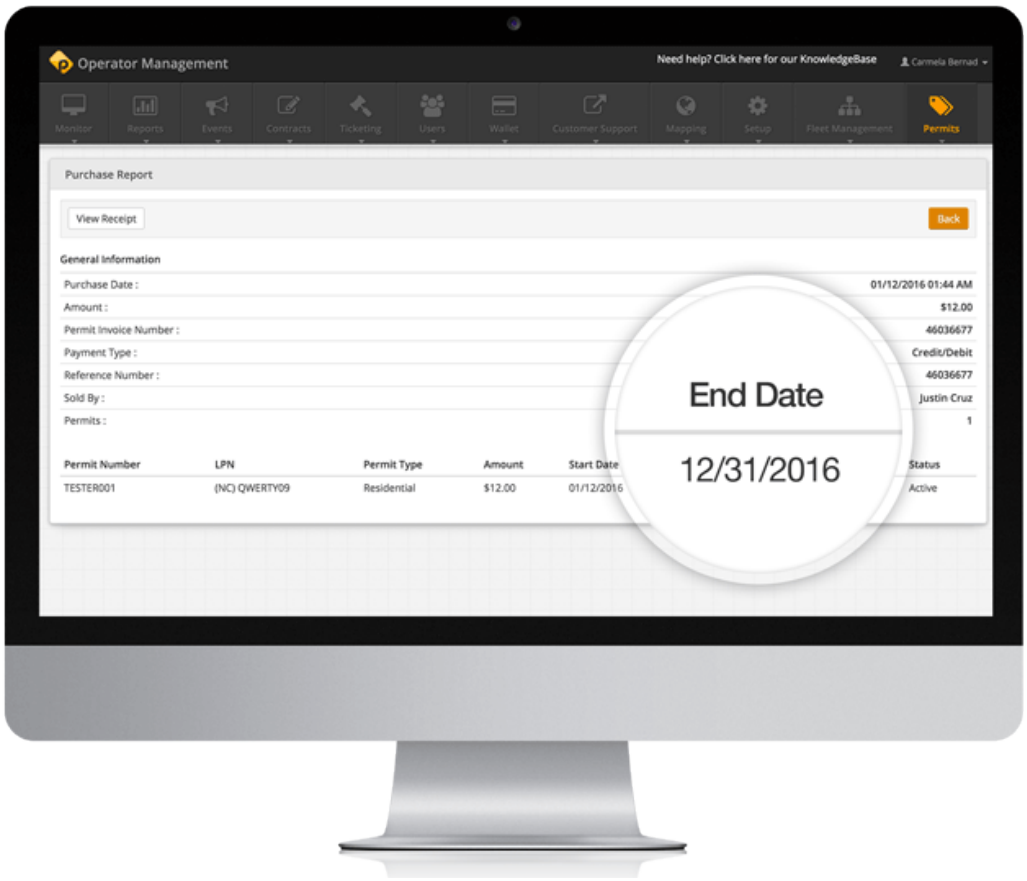
Cloud-Based Solution

Permits Built for Speed

Passport's DPP allows the City to issue, track, and manage a range of permits, including all parking permits for residents, guests, employees, and temporary one-time permits. From the backend system, Operator Management ("OpsMan"), the City will be able to control all required credentials, such as permit name, price, customer name, vehicle limit, license plate number ("LPN"), residence verification, email address, and more.



Passport's DPP solution enables cities to have a point of sale in municipal facilities or through a client-facing portal. OpsMan allows for total report generation by the City, including permit revenue, permits in use, and purchase reports. With so much data available, the City will be able to track and analyze everything from issuance to expiration dates.



Sole Sourced Solution

Passport's DPP was built along side its Mobile Payment for Parking and Citation Management platforms, giving the City a wider breadth of optionality for its permitting system. By combining Passport's private label mobile parking application and DPP, the permit application will tie into the parking application. This gives a native feel to the application that the parker is already accustomed to. Additionally, the permit applicant will have a tokenized payment record, which allows the system to pass the parker's payment credentials from the Mobile Pay application to the permitting portal.

Passport is the only digital solution on the market that allows for multi-vehicle permitting, when the City also implements Passport's Citation Management Platform. With this solution, the same family or household can register multiple vehicles for use of the same permit. Using Passport's Citation Management Platform, when a member of a household parks their car in the City, the parking enforcement officer will run the LPN against the database and mark the permit as valid and in-use. If another car from the same household parks in the City without paying for parking, the database will notify the parking enforcement officer that the permit is already in use and to issue a citation.

Powerful Features

Enforce with Accuracy

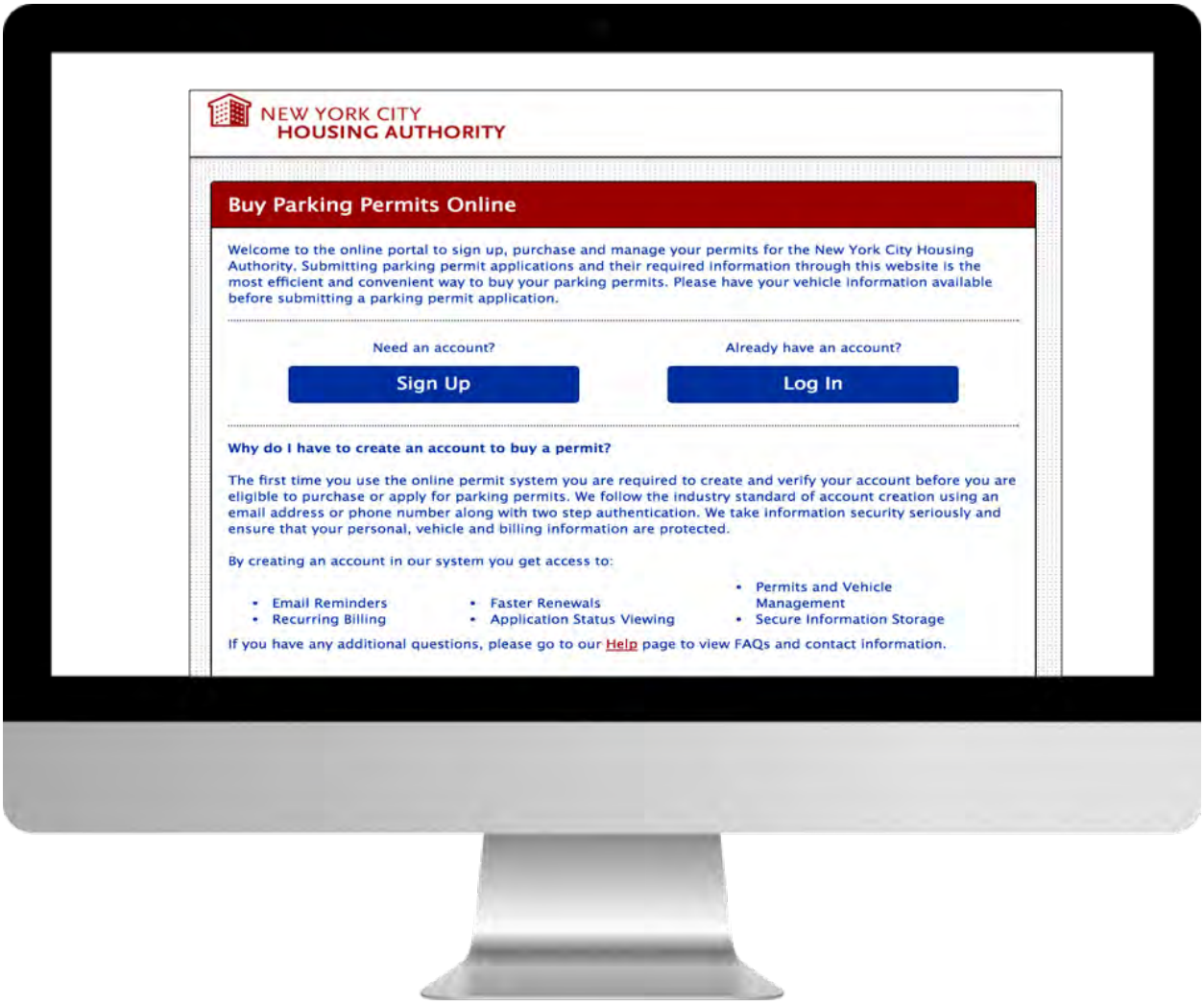
Passport partners with leading License Plate Recognition services that increase the speed and accuracy of enforcement with seamless integrations. After a permit has been issued, all relevant data will be pushed to the City's Citation Management Platform. If the City is using Passport's Citation Management Platform, a parking enforcement officer will have the benefit of a dynamic system, which allows the parking enforcement officer to easily search through the database for an LPN; because the system is dynamic, the pool of eligible vehicles becomes smaller with each additional digit. If the LPN is attached to a permit, the parking enforcement officer will be able to view the permit within the software and know that there is no violation warranting a citation.

Branded Application and Payment Portal
The permit application page for DPP is a custom-branded, mobile-optimized secure payment portal, RMCPay. The City will select a custom graphic and color scheme to be used as the background of the portal and the URL will be an addition to the City's parking website. The permit applicant will login to RMCPay with the same phone number and email address they use to pay for parking through the Mobile Payment application.

RMCPay will be the applicant's dashboard to manage their permits. The permit applicant will be able to see all permit information from the portal, see how many permits are available in a given zone, apply for permits, and track their position on a wait list. When applying, the permit applicant can use that day's date or a future date. If the date is not at the beginning of a payment cycle, the City may choose to pro-rate the cost of the permit to either the day, month, or quarter.

If the permit requires proof of residency or other eligibility, the permit applicant will upload documents directly to RMCPay, which will be available for review by the City in OpsMan immediately. The permit applicant will not be required to pay for the permit until after they have been approved by the City. When a City administrator verifies the permit applicant's eligibility, they will update the permit applicant's status, which will automatically send an email notification to the applicant to return to RMCPay to complete their permit application.

If a permit applicant is wait listed for a particular zone, they will be able to monitor their status within RMCPay. The City can configure the system to determine whether the applicant can see their specific number on the list or just that they are still waitlisted. The City will also be able to manage the wait list order and override the wait list from OpsMan. Once a permit becomes available, the permit applicant will receive an email notification and direction to complete their permit. The City can configure this process to limit the amount of time that the permit applicant has to complete payment of their permit before losing the opportunity.



- **Central database repository for aggregated parking data (analysis), central enforcement and integration of several parking methods and technologies, such as much not limited to:**
    - **Mobile payments for parking system.** Comply.
    - **Pay by plate (multi-space meter).** Comply.
    - **Digital permit management system.** Comply.
    - **Enforcement.** Comply.

Passport's backend system, OpsMan, will collect all data from the Mobile Payment Platform and any other integrated system, including multi-space meters, digital permitting, and enforcement. If the City elects to implement Passport's Digital Permitting and Citation Management Platforms in conjunction with the Mobile Payment Platform, all of the data will automatically be aggregated within OpsMan from the date of launch and available for analysis and queries immediately. By implementing the enterprise suite of Passport products, the City will not only have a single backend system for its use, but it will be able to

release a single front-end application to handle parking payments, permit applications, and paying for citations. This single source application will allow the parker to use the same tokenized and stored payment method to pay for permits and citations as it does to pay for parking.

- **Access for mobile payment users to gated parking facilities via:**
    - **QR code, either ia scanning within a mobile app or scanning at the gate.** Comply.
    - **Near Field Communication (NFC).** Comply.
    - **RFID or Proximity Cards.** Comply.
    - **License Plate Recognition (LPR).** Comply.

Passport is built on an open API, which allows it to seamlessly and easily integrate with any other software provider in the City's ecosystem. If the City has the hardware technology for QR Code Scanning, NFC, RFID, or LPR, Passport can integrate with those mechanisms. Additionally, Passport has created two different features that the City will have access to in parking garages. The first is a sPark and the second is Passport's

sPark

sPark is an automated parking experience for registered Passport parkers. This feature allows parkers to park in a garage without having to stop at a pay station. A registered parker's license plate number ("LPN") will be picked up by license plate recognition technology ("LPR") once they enter the garage, which will initiate the session. When the parker leaves and the LPR reader is no longer able to detect the LPN, the session will stop automatically. The parker's registered form of payment will not be charged until after the session is complete.

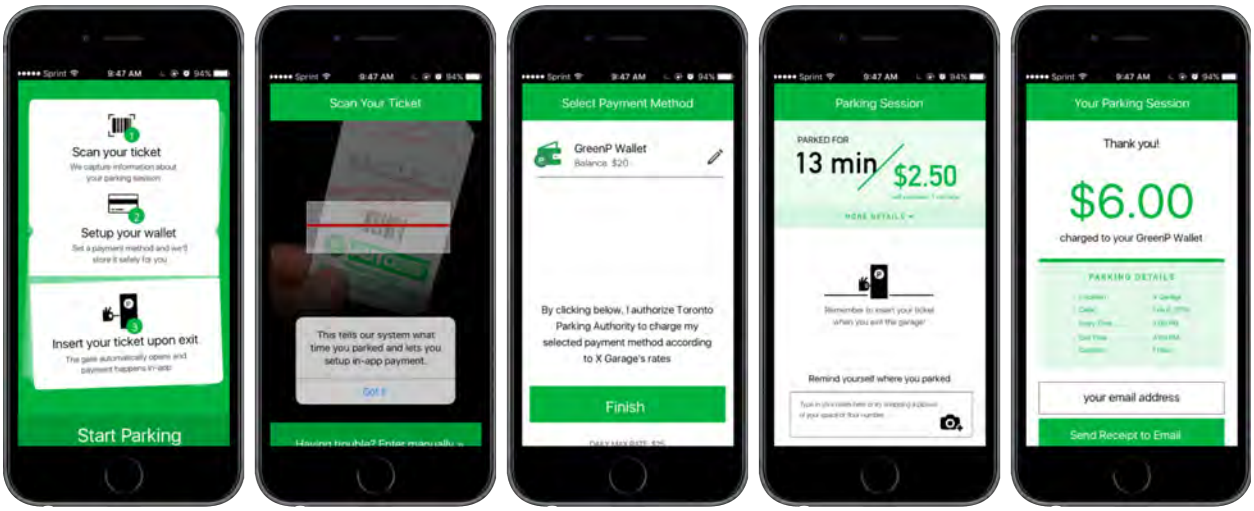
To register for this program, a parker will save vehicles to their account, by LPN, as well as select a default payment method. When the vehicle enters the garage, the LPR will scan the LPN and run the number against Passport's list of registered parkers. If the LPN is connected to a registered parker, Passport's backend system will confirm the payment method and begin the parking session. The status of this parking session will be automatically pushed to the enforcement software to ensure accurate enforcement.

To take full advantage of this feature, the City will have to install LPR cameras throughout the non-gated parking garages that it controls so that every parking bay is monitored. Passport integrates with several LPR providers already and will be happy to suggest a provider if the City wishes to purchase new LPRs.

An added bonus of this functionality is targeted enforcement. By utilizing LPR technology within an enclosed space, Passport's system is able to detect exactly where a vehicle is located within the garage. If a parker is not registered with sPark and hasn't otherwise initiated a parking session, Passport can send targeting information to the enforcement software after the City-specified grace period has expired.

Mobile Pay Station

For gated garages and surface lots, Passport has created its Mobile Pay Station function. With this feature, a parker will take a ticket to enter the lot and raise the gated arm. Once in the lot, the parker will scan the ticket using the Passport application. After the ticket is scanned, the parker then selects which payment method they would like to use to pay for parking. When the parker leaves the garage they will insert their ticket as usual, but instead of having to pay, the machine will communicate with Passport's app and charge the parker for the length of their stay. This Mobile Pay Station releases the parker from visiting a pay station before leaving or having to pull out a credit card when leaving.



- **Electrical Vehicle Charging.** Comply.

Passport's system is built on an open API, making it easy to integrate with any other software providers in the City's ecosystem. Most Electrical Vehicle Charging companies, like ChargePoint, charge for the parking session as opposed to charging for the actual charge, which would not require additional integration. However, if the City does charge the customer to use the charging station, Passport will integrate with any provider of the City's choosing.

- **Event permit system, either via mobile payments for parking system (temporary event rate override of regular parking rates).** Comply.

Within OpsMan, the City will have access to Passport's Rate Builder function. Rate Builder allows a City administrator to easily edit, add, or delete an existing rate structure as well as establish conditions for specific rates.

If there is a special event in the City, the City will be able to set special rates for specific lots. From the OpsMan dashboard, the administrator will navigate to the "Events" tab and select either "Manage Venues" or "Manage Rates." From this screen, the City will input information related to the event, including starting and ending date and time. The City will also have the option of make certain zones free during this time or accepting permits during the event.

This information will update in real time to the Passport Mobile Payment app and OpsMan, giving all parkers and parking enforcement officers access to the most recent rates.

- **Integrations with all major meter equipment, ticket software applications and sensor technology providers.** Comply.

Passport operates on an open API, meaning that it is able to integrate easily with almost any other software provider, including multi-space meters, parking enforcement, and sensor technology. Passport currently maintains integrations with more than 25 companies related to parking enforcement, LPR technology, and multi-space meters and will work with the City to add to this list. Additionally, Passport operates its own citation management solution, which the City can implement for the best experience for mobile payment and enforcement.

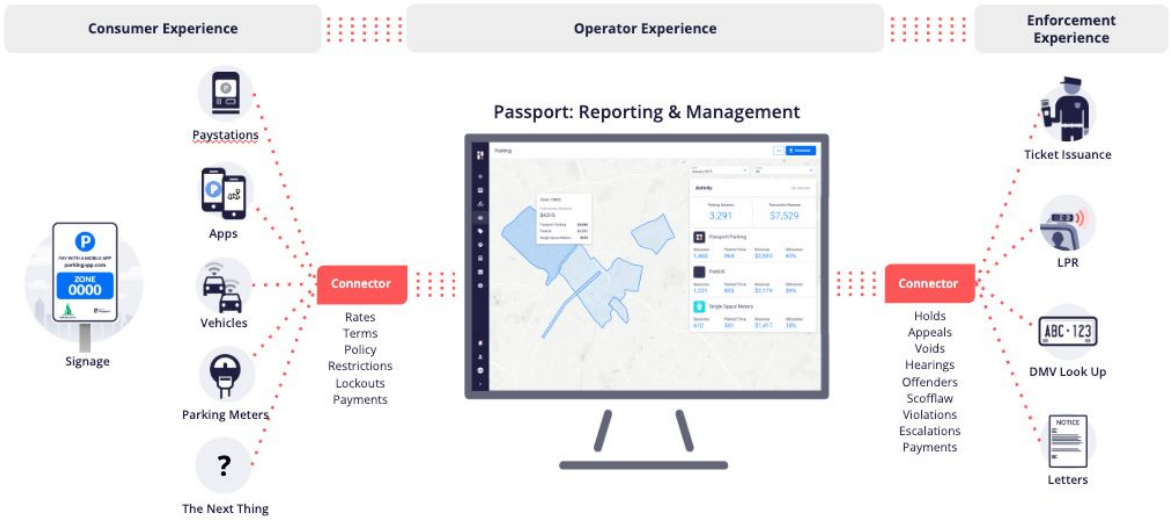
Integrated Mobility Management Platform

The parking industry has reached an inflection point. Ecosystems of loosely coordinated vendors no longer serve the goals and aspirations of parking departments, which manage valuable and high-leverage curbside assets in complex urban mobility systems. The number of ways to pay to park is proliferating, with multiple tenants (vendors) supplying ways to pay to park in the same areas. This fosters innovation and optionality for those paying to park, but creates an increasingly complex environment to manage. Many new methods of payment are emerging on the horizon, including popular providers who aren't traditionally active participants in the parking industry such as navigation app makers, vehicle in-dash systems, lifestyle applications, and similar.

Effective management of a multi-tenancy parking environment requires comprehensive coordination within a parking vendor ecosystem, deeper data insights about curbside behavior, and more effective tools for operators to manage their curbside operations. Most of the coordination challenges converge on two core needs: the need to push consistent policies *out*, and the need to pull activity records *in*. These two functions create a virtuous cycle for improving the parking system, and effectively amount to a shared 'operating system' for curbspace.

Passport's offering is composed of a few key components:

- A set of highly available **cloud-based APIs** that allow any technology provider to integrate into one or more client environments. Documentation, integration guides, and other supporting resources are publicly available.
- A network of **integrated technology providers**.
- A **comprehensive back-office** for reporting and management. Data from all partners are stored in a consistent format that's easy to export in a variety of formats or via API.
- Integrated **payment processing** that simplifies funds flow in a many-partner environment.
- (Optional) Vendor-neutral **signage packages**.



At present, Passport currently supports over 100 individual applications on its infrastructure across North America and the UK in cities of scale including Chicago, London, Portland, Boston, and Toronto, including payment infrastructure for 600+ municipal and private parking clients that powers their user-facing applications.

Value Added Products and Services

Citation Management Platform

Passport's Citation Management Platform ("CMP") delivers a flexible and dynamic solution to your parking system. Built on Passport's industry-leading enterprise platform, the City can easily take advantage of cloud-based software technology to streamline services, reduce time and cost, and increase collection rates.

Parking enforcement officers are able to see real-time information on lightweight mobile devices that automatically send data to backend software for a complete view of operations. Passport's CMP is built on the Android operating system, which benefits the City in two ways: first, Android products are more cost effective than large, expensive handhelds or Apple products; and second, updates to the product do not require expensive hardware retrofits, nor does it take weeks for the app store to approve each update as Apple does. Passport's commitment to continuous innovation leads to frequent enhancements and upgrades, pushing each update to the system in a matter of hours or days, depending on the needs of the City.

Automated Process

Ticket Issuance

Passport's ticket issuance software, OpsMan Mobile, is build on the Android Operating System. Parking enforcement officers are able to take advantage of lightweight mobile devices that are connected in real-time to the backend management portal. Each parking enforcement officer can have their own account and ticket flow can be configured to meet the specifications of the City.

More than Just Issuance

Passport's Citation Management Platform offers both flexibility and efficiency to the City's operations. No two operations are the same, so Passport designed its platform to adapt to each city's unique requirements. The CMP offers the following robust feature set to help improve the CIty's operations:

- Monitoring and electronic chalking
- Issuance flow and data collection
- Reporting incidents in the field
- Adding custom notes and pictures to violations
- Formatting and content of printed violations
- Real time notifications for scofflaw, boot, and tow eligibility
- Reprinting tickets in the field
- Automatic generation of delinquency notifications
- A Mobile friendly payment portal
- A complete appeals process

Flawless Integration
Passport seamlessly integrates with a variety of systems and fully supports the implementation process with a dedicated expert team of engineers. Using real-time and batching capabilities, Passport's CMP integrates easily with other systems to allow for continuous development of new integrations and to meet the future needs of the City's operations.

Increase Collection Yield

Real Time Data
All parking data housed in the Passport system is available in real time, giving the City complete confidence in monitoring mobile and meter payments and dramatically reducing the time it takes to manage handwritten processes.

Once a violation is issued, all information is uploaded immediately and made available for payment. This means that violators are able to view and pay their violations quickly. Ease of payment means more violations are paid in a timely, efficient manner.

Data Analytics

With a cloud-based backend system, the City gets full access to the wealth of data generated when issuing citations. Reports can be run giving a 50,000 foot view of all transactions in the last year or drilling down to a single parking enforcement officer's activities in a particular lot on a particular day. The reports can be scheduled to run daily, weekly, or monthly, giving the City a constant view of the current state of operations. With all of this data at your fingertips, the City can make decisions backed by a wealth of data and analytics.

Mobile Payment for Transit

Passport's mobile ticketing solution is an enterprise platform providing agencies with mobile technology that improves the rider experience, allowing riders to plan, track, and pay for their trip in one simple, secure app. Eliminate the need for costly hardware and gain deep insights into rider patterns with data analytics. Transit agencies can choose between visual inspection of rider's tickets or Passport can easily integrate with a variety of hardware partners.

Mobile Ticketing for Smart Cities

The Agency's point of sale is now everywhere riders are. Mobile ticketing is a cost effective solution that brings speed and efficiency to the system, while delivering easy and simple solutions customers have come to expect in a mobile world.

Plan. Track. Pay.
With Passport's mobile ticketing technology, the entire transportation experience is at each rider's fingertips. Riders can plan their trip, track their travel options in real time, and complete ticket purchases all from their smartphone.

When a rider first opens the app, they will be greeted with a native map that is designed to help those riders that are in a rush, need help finding the best route to their destination, or don't want to register with the app immediately. The following is a walkthrough on how Passport has addressed the needs of riders:

Plan: Passport is integrated with Google Transit, whereby the rider will enter their start and end destination and Google Directions will return available route options. Riders will then plan their route, including walking, transit route, and travel time to meet their individual needs.

Track: Passport integrates with your system's pre-existing real-time feed to provide a real-time bus location overlay on top of Google Maps. Riders will use this information to determine where their bus is currently and when it will arrive at their destination.

Pay: Once the rider has planned and tracked their mode of transportation, they will also be able to purchase the ticket directly from their smartphone. The tickets will be stored in the rider's "Ticket Manager" until they are used or expire. Once the ticket is validated by the transit agency or expires, the ticket will no longer be available in the Ticket Manager.

Registration
All Passport solutions are configured so that the user receives all pertinent information prior to purchasing anything. Potential riders are able to plan and track their trip before they are ever prompted to pay. When a rider decides to purchase a ticket using the Passport app, they will be asked to enter payment information. This information will be tokenized and encrypted for security purposes, but will remain associated with the account, allowing the rider to have a seamless experience the next time they opt to purchase a ticket through the app.

Ticket Manager
After a ticket is purchased, it will be accessible in Ticket Manager along with all other active tickets. Each available ticket will show up in a list format. When a rider selects a ticket to use, they will be prompted to confirm that ticket, thereby reducing the number of unintentionally activated tickets. Once the ticket has been validated or time has expired, the ticket will no longer be available within Ticket Manager.

Fare Validation
Passport's Mobile Payment for Ticketing app allows for both visual and electronic validation. Each ticket will have a dynamic QR code and time and date stamps. The Agency can elect to validate tickets through visual inspection, where a fare inspector will confirm the moving QR code, the current date and time, and the fare type (i.e., student or senior citizens). If the Agency has the appropriate hardware, the Passport app is equipped with QR code, BLE, and NFC scanning capabilities. Currently, NFC scanning is only available through Android devices. The electronic validator can either be mounted or handheld, allowing the fare inspector to walk throughout the vehicle, validating individual tickets.

Passport's electronic validation has been tested and approved to perform transactions in under 500ms. Additionally, Passport's system can handle over 2 billion transactions per year, with no impact on performance. All Passport systems are designed for continuous performance, ensuring that every user has a consistently positive experience.

Eligibility Programs
Strengthen rider loyalty and grow ridership with flexible eligibility programs. Easily integrate the Agency's existing programs and offer riders only the passes they are eligible to purchase. Passport's mobile program options help reduce fraud so that riders cannot share passes. Best of all, the Agency can quickly set up programs and fare types and see data on purchase volumes by program.

Data Analytics
Through Passport's backend system, Operator Management ("OpsMan"), the Agency will have access to a powerful SaaS data and operations tool that empowers decision makers with business intelligence.

Better Communication: Send updates, notifications, schedules, and advertising to riders. Agencies can gain feedback from riders, creating a continuous feedback loop for future improvements.

Better Control: Passport's flexible platform allows the Agency to make changes in the system in real-time. Easily create and edit fare structures, eligibility programs, and manage roles from one central dashboard.

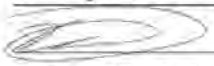
Unified View of Operations: Gain insights with accurate reporting for increased efficiency and improved ROI. Everything is in the Agency's control, including customized configurations based upon the Agency's unique policies.

Required Documents

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	PassportParking, Inc.
Print Name	Khristian Gutierrez, CBDO
Address	427 Tatnall Street, Ste 27927
City, Sate, Zip	Wilmington, DE 19801-2230
Authorized signature	
Date	October 27, 2016

Contractor Requirement

Contractor Certification
Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and 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. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature 

Date October 27, 2016

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(4) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	PassportParking, Inc.
Address	427 Tatnall Street, Ste. 27927
City/State/Zip	Wilmington, DE 19801-2230
Telephone No.	(302) 543-2882
Fax No.	(888) 804-1783
Email address	rfp@passportinc.com
Printed name	Khristian.Gutierrez@passportinc.com
Position with company	Chief Business Development Officer
Authorized signature	

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
    a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
    b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
    c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
    d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
    e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
    f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
    a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
    a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
        1) The copyright in any work developed under a grant or contract; and
        2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance Provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

   b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicablerequirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this

Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.	Cities, Towns, Villages and Boroughs in Oregon
1	CEDAR MILL COMMUNITY LIBRARY
2	CITY COUNTY INSURANCE SERVICES
3	CITY OF ADAIR VILLAGE
4	CITY OF ALBANY
5	CITY OF ASHLAND
6	CITY OF ASTORIA OREGON
7	CITY OF AUMSVILLE
8	CITY OF AURORA
9	CITY OF BEAVERTON
10	CITY OF BOARDMAN
11	CITY OF BURNS
12	CITY OF CANBY
13	CITY OF CANNON BEACH OR
14	CITY OF CANYONVILLE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT
16	CITY OF CLATSKANIE
17	CITY OF COBURG
18	CITY OF CONDON
19	CITY OF COOS BAY
20	CITY OF CORVALLIS
21	CITY OF COTTAGE GROVE
22	CITY OF CRESWELL
23	CITY OF DALLAS
24	CITY OF DAMASCUS
25	CITY OF DUNDEE
26	CITY OF EAGLE POINT
27	CITY OF ECHO
28	CITY OF ESTACADA
29	CITY OF EUGENE
30	CITY OF FAIRVIEW
31	CITY OF FALLS CITY
32	CITY OF GATES
33	CITY OF GEARHART
34	CITY OF GERVAIS
35	CITY OF GOLD HILL
36	CITY OF GRANTS PASS
37	CITY OF GRESHAM
38	CITY OF HAPPY VALLEY
39	CITY OF HILLSBORO
40	CITY OF HOOD RIVER
41	CITY OF JOHN DAY
42	CITY OF KLAMATH FALLS
43	CITY OF LA GRANDE
44	CITY OF LAKE OSWEGO
45	CITY OF LAKESIDE
46	CITY OF LEBANON
47	CITY OF MALIN
48	CITY OF MCMINNVILLE
49	CITY OF MEDFORD
50	CITY OF MILL CITY
51	CITY OF MILLERSBURG
52	CITY OF MILWAUKIE
53	CITY OF MORO
54	CITY OF MOSIER
55	CITY OF NEWBERG
56	CITY OF NORTH PLAINS
57	CITY OF OREGON CITY
58	CITY OF PHOENIX
59	CITY OF PILOT ROCK
60	CITY OF PORT ORFORD
61	CITY OF PORTLAND
62	CITY OF POWERS
63	CITY OF REDMOND
64	CITY OF REEDSPORT
65	CITY OF RIDDLE
66	CITY OF SALEM
67	CITY OF SANDY
68	CITY OF SANDY
69	CITY OF SCAPPOOSE
70	CITY OF SEASIDE
71	CITY OF SHADY COVE
72	CITY OF SHERWOOD
73	CITY OF SPRINGFIELD
74	CITY OF ST. PAUL
75	CITY OF STAYTON
76	CITY OF TIGARD, OREGON
77	CITY OF TUALATIN, OREGON
78	CITY OF WARRENTON
79	CITY OF WEST LINN/PARKS
80	CITY OF WILSONVILLE
81	CITY OF WINSTON
82	CITY OF WOOD VILLAGE
83	CITY OF WOODBURN
84	CITY OF YACHATS
85	FLORENCE AREA CHAMBER OF COMMERCE
86	GASTON RURAL FIRE DEPARTMENT
87	GLADSTONE POLICE DEPARTMENT
88	HOUSING AUTHORITY OF THE CITY OF SALEM
89	KEIZER POLICE DEPARTMENT
90	LEAGUE OF OREGON CITIES
91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
92	METRO
93	MONMOUTH - INDEPENDENCE NETWORK
94	PORTLAND DEVELOPMENT COMMISSION
95	RAINIER POLICE DEPARTMENT
96	RIVERGROVE WATER DISTRICT
97	SUNSET EMPIRE PARK AND RECREATION
98	THE NEWPORT PARK AND RECREATION CENTER
99	TILLAMOOK PEOPLES UTILITY DISTRICT
100	TUALATIN VALLEY FIRE & RESCUE
101	WEST VALLEY HOUSING AUTHORITY

No.	Counties and Parishes
1	ASSOCIATION OF OREGON COUNTIES
2	BENTON COUNTY
3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
4	CLATSOP COUNTY
5	COLUMBIA COUNTY, OREGON
6	COOS COUNTY HIGHWAY DEPARTMENT
7	CROOK COUNTY ROAD DEPARTMENT
8	CURRY COUNTY OREGON
9	DESCHUTES COUNTY
10	DOUGLAS COUNTY
11	GILLIAM COUNTY
12	GILLIAM COUNTY OREGON
13	GRANT COUNTY, OREGON
14	HARNEY COUNTY SHERIFFS OFFICE

15	HOOD RIVER COUNTY
16	HOUSING AUTHORITY OF CLACKAMAS COUNTY
17	JACKSON COUNTY HEALTH AND HUMAN SERVICES
18	JEFFERSON COUNTY
19	KLAMATH COUNTY VETERANS SERVICE OFFICE
20	LAKE COUNTY
21	LANE COUNTY
22	LINCOLN COUNTY
23	LINN COUNTY
24	MARION COUNTY , SALEM, OREGON
25	MORROW COUNTY
26	MULTNOMAH COUNTY
27	MULTNOMAH COUNTY
28	MULTNOMAH LAW LIBRARY
29	NAMI LANE COUNTY
30	POLK COUNTY
31	SHERMAN COUNTY
32	UMATILLA COUNTY, OREGON
33	UNION COUNTY
34	WALLOWA COUNTY
35	WASCO COUNTY
36	WASHINGTON COUNTY
37	YAMHILL COUNTY
1	BOARD OF WATER SUPPLY
2	COUNTY OF HAWAII
3	MAUI COUNTY COUNCIL

No.	**Higher Education**
1	BIRTHINGWAY COLLEGE OF MIDWIFERY
2	BLUE MOUNTAIN COMMUNITY COLLEGE
3	CENTRAL OREGON COMMUNITY COLLEGE
4	CHEMEKETA COMMUNITY COLLEGE
5	CLACKAMAS COMMUNITY COLLEGE
6	COLUMBIA GORGE COMMUNITY COLLEGE
7	GEORGE FOX UNIVERSITY
8	KLAMATH COMMUNITY COLLEGE DISTRICT
9	LANE COMMUNITY COLLEGE
10	LEWIS AND CLARK COLLEGE
11	LINFIELD COLLEGE
12	LINN-BENTON COMMUNITY COLLEGE
13	MARYLHURST UNIVERSITY
14	MT. HOOD COMMUNITY COLLEGE
15	MULTNOMAH BIBLE COLLEGE
16	NATIONAL COLLEGE OF NATURAL MEDICINE
17	NORTHWEST CHRISTIAN COLLEGE
18	OREGON HEALTH AND SCIENCE UNIVERSITY
19	OREGON UNIVERSITY SYSTEM
20	PACIFIC UNIVERSITY
21	PORTLAND COMMUNITY COLLEGE
22	PORTLAND STATE UNIV.
23	REED COLLEGE
24	ROGUE COMMUNITY COLLEGE
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE
26	TILLAMOOK BAY COMMUNITY COLLEGE
27	UMPQUA COMMUNITY COLLEGE
28	WESTERN STATES CHIROPRACTIC COLLEGE
29	WILLAMETTE UNIVERSITY
1	ARGOSY UNIVERSITY
2	BRIGHAM YOUNG UNIVERSITY - HAWAII
3	COLLEGE OF THE MARSHALL ISLANDS
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
5	UNIVERSITY OF HAWAII AT MANOA

No.	**K - 12**
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
2	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
3	BAKER SCHOOL DISTRICT 5-J
4	BANDON SCHOOL DISTRICT
5	BANKS SCHOOL DISTRICT
6	BEAVERTON SCHOOL DISTRICT
7	BEND / LA PINE SCHOOL DISTRICT
8	BEND-LA PINE SCHOOL DISTRICT
9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
10	CANBY SCHOOL DISTRICT
11	CANYONVILLE CHRISTIAN ACADEMY
12	CASCADE SCHOOL DISTRICT
13	CASCADES ACADEMY OF CENTRAL OREGON
14	CENTENNIAL SCHOOL DISTRICT
15	CENTRAL CATHOLIC HIGH SCHOOL
16	CENTRAL POINT SCHOOL DISTRICT NO. 6
17	CENTRAL SCHOOL DISTRICT 13J
18	CLACKAMAS EDUCATION SERVICE DISTRICT
19	COOS BAY SCHOOL DISTRICT
20	COOS BAY SCHOOL DISTRICT NO.9
21	COQUILLE SCHOOL DISTRICT 8
22	COUNTY OF YAMHILL SCHOOL DISTRICT 29
23	CRESWELL SCHOOL DISTRICT
24	CROSSROADS CHRISTIAN SCHOOL
25	CULVER SCHOOL DISTRICT NO.
26	DALLAS SCHOOL DISTRICT NO. 2
27	DAVID DOUGLAS SCHOOL DISTRICT
28	DAYTON SCHOOL DISTRICT NO.8
29	DE LA SALLE N CATHOLIC HS
30	DESCHUTES COUNTY SD NO.6 - SISTERS SD
31	DOUGLAS COUNTY SCHOOL DISTRICT 116
32	DOUGLAS EDUCATION SERVICE DISTRICT
33	DUFUR SCHOOL DISTRICT NO.29
34	ELKTON SCHOOL DISTRICT NO.34
35	ESTACADA SCHOOL DISTRICT NO.108
36	FOREST GROVE SCHOOL DISTRICT
37	GASTON SCHOOL DISTRICT 511J
38	GEN CONF OF SDA CHURCH WESTERN OR
39	GLADSTONE SCHOOL DISTRICT
40	GLENDALE SCHOOL DISTRICT
41	GLIDE SCHOOL DISTRICT NO.12
42	GRANTS PASS SCHOOL DISTRICT 7
43	GREATER ALBANY PUBLIC SCHOOL DISTRICT
44	GRESHAM-BARLOW SCHOOL DISTRICT
45	HARNEY COUNTY SCHOOL DIST. NO.3
46	HARNEY EDUCATION SERVICE DISTRICT
47	HEAD START OF LANE COUNTY
48	HERITAGE CHRISTIAN SCHOOL
49	HIGH DESERT EDUCATION SERVICE DISTRICT
50	HOOD RIVER COUNTY SCHOOL DISTRICT
51	JACKSON CO SCHOOL DIST NO.9
52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
53	JEFFERSON SCHOOL DISTRICT
54	KLAMATH FALLS CITY SCHOOLS
55	LA GRANDE SCHOOL DISTRICT
56	LAKE OSWEGO SCHOOL DISTRICT 7J
57	LANE COUNTY SCHOOL DISTRICT 4J
58	LANE COUNTY SCHOOL DISTRICT 69
59	LEBANON COMMUNITY SCHOOLS NO.9
60	LINCOLN COUNTY SCHOOL DISTRICT
61	LINN CO. SCHOOL DIST. 95C - SCIO SD
62	LOST RIVER JR/SR HIGH SCHOOL
63	LOWELL SCHOOL DISTRICT NO.71
64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
65	MCMINNVILLE SCHOOL DISTRICT NO.40
66	MEDFORD SCHOOL DISTRICT 549C
67	MITCH CHARTER SCHOOL
68	MOLALLA RIVER ACADEMY
69	MOLALLA RIVER SCHOOL DISTRICT NO.35
70	MONROE SCHOOL DISTRICT NO.1J
71	MORROW COUNTY SCHOOL DISTRICT
72	MT. ANGEL SCHOOL DISTRICT NO.91
73	MT.SCOTT LEARNING CENTERS
74	MULTISENSORY LEARNING ACADEMY
75	MULTNOMAH EDUCATION SERVICE DISTRICT
76	MYRTLE POINT SCHOOL DISTRICT NO.41
77	NEAH-KAH-NIE DISTRICT NO.56
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
79	NOBEL LEARNING COMMUNITIES
80	NORTH BEND SCHOOL DISTRICT 13
81	NORTH CLACKAMAS SCHOOL DISTRICT

82	NORTH SANTIAM SCHOOL DISTRICT 29J
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
85	NYSSA SCHOOL DISTRICT NO. 26
86	ONTARIO MIDDLE SCHOOL
87	OREGON TRAIL SCHOOL DISTRICT NO.46
88	OUR LADY OF THE LAKE SCHOOL
89	PHILOMATH SCHOOL DISTRICT
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4
91	PORTLAND ADVENTIST ACADEMY
92	PORTLAND JEWISH ACADEMY
93	PORTLAND PUBLIC SCHOOLS
94	RAINIER SCHOOL DISTRICT
95	REDMOND SCHOOL DISTRICT
96	REEDSPORT SCHOOL DISTRICT
97	REYNOLDS SCHOOL DISTRICT
98	ROGUE RIVER SCHOOL DISTRICT NO.35
99	ROSEBURG PUBLIC SCHOOLS
100	SALEM-KEIZER PUBLIC SCHOOLS
101	SCAPPOOSE SCHOOL DISTRICT 1J
102	SEASIDE SCHOOL DISTRICT 10
103	SEVEN PEAKS SCHOOL
104	SHERWOOD SCHOOL DISTRICT 88J
105	SILVER FALLS SCHOOL DISTRICT
106	SIUSLAW SCHOOL DISTRICT
107	SOUTH COAST EDUCATION SERVICE DISTRICT
108	SOUTH LANE SCHOOL DISTRICT 45J3
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
110	SOUTHWEST CHARTER SCHOOL
111	SPRINGFIELD SCHOOL DISTRICT NO.19
112	STANFIELD SCHOOL DISTRICT
113	SWEET HOME SCHOOL DISTRICT NO.55
114	THE CATLIN GABEL SCHOOL
115	TIGARD-TUALATIN SCHOOL DISTRICT
116	UMATILLA-MORROW ESD
117	VERNONIA SCHOOL DISTRICT 47J
118	WEST HILLS COMMUNITY CHURCH
119	WEST LINN WILSONVILLE SCHOOL DISTRICT
120	WHITEAKER MONTESSORI SCHOOL
121	YONCALLA SCHOOL DISTRICT NO.32
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
2	EMMANUAL LUTHERAN SCHOOL
3	HANAHAU`OLI SCHOOL
4	HAWAII TECHNOLOGY ACADEMY
5	ISLAND SCHOOL
6	KAMEHAMEHA SCHOOLS
7	KE KULA O S. M. KAMAKAU
8	MARYKNOLL SCHOOL
9	PACIFIC BUDDHIST ACADEMY

No.	**Nonprofit & Other**
1	211INFO
2	ACUMENTRA HEALTH
3	ADDICTIONS RECOVERY CENTER, INC
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
6	ALZHEIMERS NETWORK OF OREGON
7	ASHLAND COMMUNITY HOSPITAL
8	ATHENA LIBRARY FRIENDS ASSOCIATION
9	BARLOW YOUTH FOOTBALL
10	BAY AREA FIRST STEP, INC.
11	BENTON HOSPICE SERVICE
12	BETHEL CHURCH OF GOD
13	BIRCH COMMUNITY SERVICES, INC.
14	BLACHLY LANE ELECTRIC COOPERATIVE
15	BLIND ENTERPRISES OF OREGON
16	BONNEVILLE ENVIRONMENTAL FOUNDATION
17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
18	BROAD BASE PROGRAMS INC.
19	CANBY FOURSQUARE CHURCH
20	CANCER CARE RESOURCES
21	CASCADIA BEHAVIORAL HEALTHCARE
22	CASCADIA REGION GREEN BUILDING COUNCIL
23	CATHOLIC CHARITIES
24	CATHOLIC COMMUNITY SERVICES
25	CENTER FOR RESEARCH TO PRACTICE
26	CENTRAL BIBLE CHURCH
27	CENTRAL CITY CONCERN
28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
30	CHILDPEACE MONTESSORI
31	CITY BIBLE CHURCH
32	CLACKAMAS RIVER WATER
33	CLASSROOM LAW PROJECT
34	COAST REHABILITATION SERVICES
35	COLLEGE HOUSING NORTHWEST
36	COLUMBIA COMMUNITY MENTAL HEALTH
37	COMMUNITY ACTION ORGANIZATION
38	COMMUNITY ACTION TEAM, INC.
39	COMMUNITY CANCER CENTER
40	COMMUNITY HEALTH CENTER, INC
41	COMMUNITY VETERINARY CENTER
42	CONFEDERATED TRIBES OF GRAND RONDE
43	CONSERVATION BIOLOGY INSTITUTE
44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
45	CORVALLIS MOUNTAIN RESCUE UNIT
46	COVENANT CHRISTIAN HOOD RIVER
47	COVENANT RETIREMENT COMMUNITIES
48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
49	DELIGHT VALLEY CHURCH OF CHRIST
50	DOGS FOR THE DEAF, INC.
51	DOUGLAS ELECTRIC COOPERATIVE, INC.
52	EAST HILL CHURCH
53	EAST SIDE FOURSQUARE CHURCH
54	EAST WEST MINISTRIES INTERNATIONAL
55	EDUCATIONAL POLICY IMPROVEMENT CENTER
56	ELMIRA CHURCH OF CHRIST
57	EMERALD PUD
58	EMMAUS CHRISTIAN SCHOOL
59	EN AVANT, INC.
60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
61	EUGENE BALLET COMPANY
62	EUGENE SYMPHONY ASSOCIATION, INC.
63	EUGENE WATER & ELECTRIC BOARD
64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
65	FAIR SHARE RESEARCH AND EDUCATION FUND
66	FAITH CENTER
67	FAITHFUL SAVIOR MINISTRIES
68	FAMILIES FIRST OF GRANT COUNTY, INC.
69	FANCONI ANEMIA RESEARCH FUND INC.
70	FARMWORKER HOUISNG DEV CORP
71	FIRST CHURCH OF THE NAZARENE
72	FIRST UNITARIAN CHURCH
73	FORD FAMILY FOUNDATION
74	FOUNDATIONS FOR A BETTER OREGON
75	FRIENDS OF THE CHILDREN
76	GATEWAY TO COLLEGE NATIONAL NETWORK
77	GOAL ONE COALITION
78	GOLD BEACH POLICE DEPARTMENT
79	GOOD SHEPHERD COMMUNITIES
80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
81	GRANT PARK CHURCH
82	GRANTS PASS MANAGEMENT SERVICES, DBA
83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
84	HALFWAY HOUSE SERVICES, INC.
85	HEARING AND SPEECH INSTITUTE INC
86	HELP NOW! ADVOCACY CENTER
87	HIGHLAND HAVEN
88	HIGHLAND UNITED CHURCH OF CHRIST
89	HIV ALLIANCE, INC
90	HOUSING AUTHORITY OF LINCOLN COUNTY
91	HOUSING AUTHORITY OF PORTLAND
92	HOUSING NORTHWEST
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION

95 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
96 IRCO
97 JASPER MOUNTAIN
98 JUNIOR ACHIEVEMENT
99 KLAMATH HOUSING AUTHORITY
100 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
101 LA GRANDE UNITED METHODIST CHURCH
102 LANE ELECTRIC COOPERATIVE
103 LANE MEMORIAL BLOOD BANK
104 LANECO FEDERAL CREDIT UNION
105 LAUREL HILL CENTER
106 LIFEWORKS NW
107 LIVING WAY FELLOWSHIP
108 LOAVES & FISHES CENTERS, INC.
109 LOCAL GOVERNMENT PERSONNEL INSTITUTE
110 LOOKING GLASS YOUTH AND FAMILY SERVICES
111 MACDONALD CENTER
112 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
113 METRO HOME SAFETY REPAIR PROGRAM
114 METROPOLITAN FAMILY SERVICE
115 MID COLUMBIA COUNCIL OF GOVERNMENTS
116 MID-COLUMBIA CENTER FOR LIVING
117 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
118 MORNING STAR MISSIONARY BAPTIST CHURCH
119 MORRISON CHILD AND FAMILY SERVICES
120 MOSAIC CHURCH
121 NATIONAL PSORIASIS FOUNDATION
122 NATIONAL WILD TURKEY FEDERATION
123 NEW AVENUES FOR YOUTH INC
124 NEW BEGINNINGS CHRISTIAN CENTER
125 NEW HOPE COMMUNITY CHURCH
126 NEWBERG FRIENDS CHURCH
127 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
128 NORTHWEST FOOD PROCESSORS ASSOCIATION
129 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
130 NORTHWEST REGIONAL EDUCATIONAL LABORATORY
131 NORTHWEST YOUTH CORPS
132 OCHIN
133 OHSU FOUNDATION
134 OLIVET BAPTIST CHURCH
135 OMNIMEDIX INSTITUTE
136 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
137 OREGON BALLET THEATRE
138 OREGON CITY CHURCH OF THE NAZARENE
139 OREGON COAST COMMUNITY ACTION
140 OREGON DEATH WITH DIGNITY
141 OREGON DONOR PROGRAM
142 OREGON EDUCATION ASSOCIATION
143 OREGON ENVIRONMENTAL COUNCIL
144 OREGON MUSUEM OF SCIENCE AND INDUSTRY
145 OREGON PROGRESS FORUM
146 OREGON REPERTORY SINGERS
147 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
148 OREGON SUPPORTED LIVING PROGRAM
149 OSLC COMMUNITY PROGRAMS
150 OUTSIDE IN
151 OUTSIDE IN
152 PACIFIC CASCADE FEDERAL CREDIT UNION
153 PACIFIC FISHERY MANAGEMENT COUNCIL
154 PACIFIC INSTITUTES FOR RESEARCH
155 PACIFIC STATES MARINE FISHERIES COMMISSION
156 PARALYZED VETERANS OF AMERICA
157 PARTNERSHIPS IN COMMUNITY LIVING, INC.
158 PENDLETON ACADEMIES
159 PENTAGON FEDERAL CREDIT UNION
160 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
161 PORT CITY DEVELOPMENT CENTER
162 PORTLAND ART MUSEUM
163 PORTLAND BUSINESS ALLIANCE
164 PORTLAND HABILITATION CENTER, INC.
165 PORTLAND SCHOOLS FOUNDATION
166 PORTLAND WOMENS CRISIS LINE
167 PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
168 PRINGLE CREEK SUSTAINABLE LIVING CENTER
169 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
170 QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
171 REBUILDING TOGETHER - PORTLAND INC.
172 REGIONAL ARTS AND CULTURE COUNCIL
173 RELEVANT LIFE CHURCH
174 RENEWABLE NORTHWEST PROJECT
175 ROGUE FEDERAL CREDIT UNION
176 ROSE VILLA, INC.
177 SACRED HEART CATHOLIC DAUGHTERS
178 SAIF CORPORATION
179 SAINT ANDREW NATIVITY SCHOOL
180 SAINT CATHERINE OF SIENA CHURCH
181 SAINT JAMES CATHOLIC CHURCH
182 SALEM ALLIANCE CHURCH
183 SALEM ELECTRIC
184 SALMON-SAFE INC.
185 SCIENCEWORKS
186 SE WORKS
187 SECURITY FIRST CHILD DEVELOPMENT CENTER
188 SELF ENHANCEMENT INC.
189 SERENITY LANE
190 SEXUAL ASSAULT RESOURCE CENTER
191 SEXUAL ASSAULT RESOURCE CENTER
192 SHELTERCARE
193 SHERIDAN JAPANESE SCHOOL FOUNDATION
194 SHERMAN DEVELOPMENT LEAGUE, INC.
195 SILVERTON AREA COMMUNITY AID
196 SISKIYOU INITIATIVE
197 SMART
198 SOCIAL VENTURE PARTNERS PORTLAND
199 SOUTH COAST HOSPICE, INC.
200 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
201 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
202 SOUTHERN OREGON HUMANE SOCIETY
203 SPARC ENTERPRISES
204 SPIRIT WIRELESS
205 SPONSORS, INC.
206 SPOTLIGHT THEATRE OF PLEASANT HILL
207 SPRINGFIELD UTILITY BOARD
208 ST VINCENT DE PAUL
209 ST. ANTHONY CHURCH
210 ST. ANTHONY SCHOOL
211 ST. MARYS OF MEDFORD, INC.
212 ST. VINCENT DEPAUL OF LANE COUNTY
213 STAND FOR CHILDREN
214 STAR OF HOPE ACTIVITY CENTER INC.
215 SUMMIT VIEW COVENANT CHURCH
216 SUNNYSIDE FOURSQUARE CHURCH
217 SUNRISE ENTERPRISES
218 SUSTAINABLE NORTHWEST
219 TENAS ILLAHEE CHILDCARE CENTER
220 THE EARLY EDUCATION PROGRAM, INC.
221 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
222 THE NEXT DOOR
223 THE OREGON COMMUNITY FOUNDATION
224 THE SALVATION ARMY - CASCADE DIVISION
225 TILLAMOOK CNTY WOMENS CRISIS CENTER
226 TILLAMOOK ESTUARIES PARTNERSHIP
227 TOUCHSTONE PARENT ORGANIZATION
228 TRAILS CLUB
229 TRAINING EMPLOYMENT CONSORTIUM
230 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
231 TRILLIUM FAMILY SERVICES, INC.
232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
233 UNION GOSPEL MISSION
234 UNITED CEREBRAL PALSY OF OR AND SW WA
235 UNITED WAY OF THE COLUMBIA WILLAMETTE
236 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
237 US FISH AND WILDLIFE SERVICE

238	USAGENCIES CREDIT UNION
239	VERMONT HILLS FAMILY LIFE CENTER
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
241	VOLUNTEERS OF AMERICA OREGON
242	WE CARE OREGON
243	WESTERN RIVERS CONSERVANCY
244	WESTERN STATES CENTER
245	WESTSIDE BAPTIST CHURCH
246	WILD SALMON CENTER
247	WILLAMETTE FAMILY
248	WILLAMETTE VIEW INC.
249	WOODBURN AREA CHAMBER OF COMMERCE
250	WORD OF LIFE COMMUNITY CHURCH
251	WORKSYSTEMS INC
252	YOUTH GUIDANCE ASSOC.
253	YWCA SALEM
1	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
2	ALOHACARE
3	AMERICAN LUNG ASSOCIATION
4	BISHOP MUSEUM
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII
6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
7	EAH, INC.
8	EASTER SEALS HAWAII
9	GOODWILL INDUSTRIES OF HAWAII, INC.
10	HABITAT FOR HUMANITY MAUI
11	HALE MAHAOLU
12	HAROLD K.L. CASTLE FOUNDATION
13	HAWAII AGRICULTURE RESEARCH CENTER
14	HAWAII EMPLOYERS COUNCIL
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
16	HONOLULU HABITAT FOR HUMANITY
17	IUPAT, DISTRICT COUNCIL 50
18	LANAKILA REHABILITATION CENTER INC.
19	LEEWARD HABITAT FOR HUMANITY
20	MAUI COUNTY FCU
21	MAUI ECONOMIC DEVELOPMENT BOARD
22	MAUI ECONOMIC OPPORTUNITY, INC.
23	MAUI FAMILY YMCA
24	NA HALE O MAUI
25	NA LEI ALOHA FOUNDATION
26	NETWORK ENTERPRISES, INC.
27	ORI ANUENUE HALE, INC.
28	PARTNERS IN DEVELOPMENT FOUNDATION
29	POLYNESIAN CULTURAL CENTER
30	PUNAHOU SCHOOL
31	ST. THERESA CHURCH
32	WAIANAE COMMUNITY OUTREACH
33	WAILUKU FEDERAL CREDIT UNION
34	YMCA OF HONOLULU

No.	Special/Independent Districts
1	BAY AREA HOSPITAL DISTRICT
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
3	CENTRAL OREGON IRRIGATION DISTRICT
4	CHEHALEM PARK AND RECREATION DISTRICT
5	CITY COUNTY INSURANCE SERVICES
6	CLEAN WATER SERVICES
7	COLUMBIA 911 COMMUNICATIONS DISTRICT
8	COLUMBIA RIVER PUD
9	DESCHUTES COUNTY RFPD NO.2
10	DESCHUTES PUBLIC LIBRARY SYSTEM
11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
12	GASTON RURAL FIRE DEPARTMENT
13	GLADSTONE POLICE DEPARTMENT
14	GLENDALE RURAL FIRE DISTRICT
15	HOODLAND FIRE DISTRICT NO.74
16	HOODLAND FIRE DISTRICT #74
17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
18	KLAMATH COUNTY 9-1-1
19	LANE EDUCATION SERVICE DISTRICT
20	LANE TRANSIT DISTRICT
21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
22	MARION COUNTY FIRE DISTRCT #1
23	METRO
24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
25	MONMOUTH - INDEPENDENCE NETWORK
26	MULTONAH COUNTY DRAINAGE DISTRICT #1
27	NEAH KAH NIE WATER DISTRICT
28	NW POWER POOL
29	OAK LODGE WATER DISTRICT
30	OR INT'L PORT OF COOS BAY
31	PORT OF ST HELENS
32	PORT OF UMPQUA
33	REGIONAL AUTOMATED INFORMATION NETWORK
34	RIVERGROVE WATER DISTRICT
35	SALEM AREA MASS TRANSIT DISTRICT
36	SANDY FIRE DISTRICT NO. 72
37	SUNSET EMPIRE PARK AND RECREATION
38	THE NEWPORT PARK AND RECREATION CENTER
39	THE PORT OF PORTLAND
40	TILLAMOOK PEOPLES UTILITY DISTRICT
41	TUALATIN HILLS PARK AND RECREATION DISTRICT
42	TUALATIN VALLEY FIRE & RESCUE
43	TUALATIN VALLEY WATER DISTRICT
44	UNION SOIL & WATER CONSERVATION DISTRICT
45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
46	WEST VALLEY HOUSING AUTHORITY
47	WILLAMALANE PARK AND RECREATION DISTRICT
48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No.	State Agencies
1	BOARD OF MEDICAL EXAMINERS
2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
3	OFFICE OF THE STATE TREASURER
4	OREGON BOARD OF ARCHITECTS
5	OREGON CHILD DEVELOPMENT COALITION
6	OREGON DEPARTMENT OF EDUCATION
7	OREGON DEPARTMENT OF FORESTRY
8	OREGON DEPT OF TRANSPORTATION
9	OREGON DEPT. OF EDUCATION
10	OREGON LOTTERY
11	OREGON OFFICE OF ENERGY
12	OREGON STATE BOARD OF NURSING
13	OREGON STATE POLICE
14	OREGON TOURISM COMMISSION
15	OREGON TRAVEL INFORMATION COUNCIL
16	SANTIAM CANYON COMMUNICATION CENTER
17	SEIU LOCAL 503, OPEU
1	ADMIN. SERVICES OFFICE
2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	HAWAII HEALTH SYSTEMS CORPORATION
4	SOH- JUDICIARY CONTRACTS AND PURCH
5	STATE DEPARTMENT OF DEFENSE
6	STATE OF HAWAII
7	STATE OF HAWAII
8	STATE OF HAWAII, DEPT. OF EDUCATION

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, November 14th, 2016

PassportParking, Inc.
ATTN: Khristian Gutierrez
427 Tatnall Street, Ste. 27927
Wilmington, DE 19801

Dear Khristian:

Region XIV Education Service Center is happy to announce that PassportParking, Inc. has been awarded an annual contract for Integrated Parking Management System based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2019. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and PassportParking, Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Ronnie Kincaid
Region XIV, Executive Director

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, September 2nd, 2019

PassportParking, Inc.
ATTN: Khristian Gutierrez
427 Tatnall Street, Ste. 27927
Wilmington, DE 19801

Re: Annual Renewal of NCPA contract #05-20

Dear Khristian:

Region XIV Education Service Center is happy to announce that PassportParking, Inc. has been awarded an annual contract renewal for Integrated Parking Management System based on the proposal submitted to Region XIV ESC.

The contract will expire on November 30th, 2020, completing the fourth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

Passport Contract

ParkFlag Enforcement Software

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Passport Contract

Passport Labs Inc.

- Passport Labs Inc. Purchased Nupark in 2018
- Passport has a National Cooperative Purchasing Agreement Contract
- The cost remains the same as with Nupark
  - Year 4 $35,558.20
  - Year 5 $34,186.11
  - Year 6 $35,895.42
- Passport Labs Inc will provide upgraded software, enforcement hardware, better overall customer service.

Passport Contract

Services Provided

- ParkFlag Back Office
  - Citation Data
  - Permit Data
  - Appeals/Adjudication Data
- Public Permitting System
  - Permit Purchases
  - Vehicle Registration
- Enforcement Software
  - Citation Issuance

Hardware Provided

- Handheld Citation Devices
- Printers

Customer Service is Key

Moving Forward with Passport Labs Inc.

- Better enforcement software
  - Reliability
  - Easer user by staff
- Better enforcement hardware
  - Reliability
  - Easier use by staff
- A better permitting system
  - Easier use by customers

COOPERATIVE PURCHASE CONTRACT
Contract No. 2021-03

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Passport Labs, Inc., DBA Passport, a Delaware Corporation, ("Contractor").

RECITALS:

A. Contractor has an Abilene, Texas Cooperative Purchasing Agreement 05-20 to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) and/or Scope of Work submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

Passport Labs, Inc. Parking Transition

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or *Exhibit A* attached hereto and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and or services provided not to exceed one-hundred two thousand six hundred thirty nine dollars and seventy three cents **($102,639.73) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B* attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

8. Transition. Upon the effective date of this Agreement, the existing contract entered into by and between the City and Passport as successor in interest to NuPark dated February 5, 2020 shall automatically expire.

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

Price: "Per Purchase Order" and "Scope of Work"

Specifications: "Per Purchase Order" and "Scope of Work"

Schedule of performance: "Per Purchase Order"

Delivery location "Per Purchase Order" and "Scope of Work"

Notices: All notices to City shall be sent to:

Brian Eilerts, MBA, CSSMBB
Senior Procurement Specialist
Purchasing Department
211 W. Aspen Ave.
Flagstaff, Arizona 86001
(928) 213-2275
Brian.Eilerts@flagstaffaz.gov

Attach: Certificate of Insurance

EXHIBIT B
AGENCY CONTRACT

Professional Services for The City of Abilene, Texas – Contract Number: 05-20

7. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Carmen Pryer, Real Estate Specialist
Co-Submitter:	Dan Folke
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-20: An ordinance of the Flagstaff City Council authorizing the acquisition of approximately .082 acres of real property located at 424 East Butler Avenue, Coconino County Assessor Parcel Number 104-01-023, for the Lone Tree Overpass Project, providing for delegation of authority; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-20 by title only for the final time
2) City Clerk reads Ordinance No. 2020-20 by title only (if approved above)
3) Adopt Ordinance No.2020-20

Executive Summary:

Adoption of this ordinance will authorize the acquisition of approximately .082 acres (3,588 square feet) of real property located at 424 East Butler Avenue, Coconino County Assessor Parcel Number 104-01-023, for Lone Tree Overpass project. The lot is located on the northwest corner of Butler Avenue and Colorado Street and has an existing single-family home. The property owner recently approached the City and asked whether the City would be interested in purchasing the subject property.

Financial Impact:

The final Real Estate Purchase Contract and the purchase price will be subject to future Council approval. City staff will obtain an appraisal of the property.

In November of 2018, Flagstaff voters passed Proposition 420, a tax dedicated to paying for the costs of a Lone Tree Railroad Overpass from Butler Avenue to Route 66, along with related pedestrian, bicycle, and street connections.

The City of Flagstaff has programmed funding for the Lone Tree Overpass Project in its 5-year Capital Improvement Program.

Policy Impact:

None.

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

Completion of the Lone Tree Overpass project advances goals to alleviate congestion along Milton Road, the primary north-south corridor. The project will contribute to the roadway capacity needed for existing and future conditions, establish a grade separated crossing of the BNSF, provide greater viability to existing and future businesses and link to J.W. Powell Boulevard in connection with the City of Lone Tree Comprehensive Plan.

Has There Been Previous Council Decision on This:

In 2006 the Flagstaff City Council adopted the Lone Tree Corridor Study which provided 15% conceptual plans for the entire corridor. In 2010, the City Council adopted the Lone Tree Overpass study which provided 30% plans for the overpass. In 2018 the City Council placed Proposition 420 on the ballot, which funds the design and construction of the Lone Tree Overpass. On June 17, 2020, the City Council adopted the 2020-21 budget which includes funding for Lone Tree Overpass in the Capital Improvement Program.

Options and Alternatives:

1. Adopt the ordinance to authorize acquisition; or
2. Do not adopt the ordinance, and purchase the property at a later date.

Background/History:

The property owner recently approached the City and asked whether the City would be interested in purchasing the subject property. The property was identified in the 2010 Lone Tree Overpass study as necessary for acquisition.

Key Considerations:

The Flagstaff voters approved funding to design and construct the Lone Tree Overpass, based on the 2010 study. Acquisition of the subject property is required to construct the project.

Community Benefits and Considerations:

The Lone Tree Overpass Project will provide a new entry in to downtown Flagstaff, provide enhanced regional mobility, and improve community and local circulation. The project will enhance the multi-modal initiatives of the community, including inclusion of bicycle and pedestrian facilities and transit opportunities.

Community Involvement:

Capital Engineering is preparing a Request for Statement of Qualifications (RSOQ) to retain a professional consultant team to complete final design and construction plans. The scope of services will include a public participation plan to engage the community in design and operational input. The project team has also discussed a specific task to assess the projects impact to the Southside neighborhood and mitigation strategies.

Attachments: Ord. 2020-20
Exhibit A
Map of Property
Sample Purchase Contract

ORDINANCE NO. 2020-20

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF APPROXIMATELY .082 ACRES OF REAL PROPERTY LOCATED AT 424 EAST BUTLER AVENUE, COCONINO COUNTY ASSESSOR PARCEL NUMBER 104-01-023, FOR THE LONE TREE OVERPASS PROJECT, PROVIDING FOR DELEGATION OF AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Article VII, Section 5 of the Flagstaff City Charter provides that the City acquire real property by ordinance;

WHEREAS, the City of Flagstaff desires to acquire certain real property for the Lone Tree Overpass Project;

WHEREAS, in November, 2018 Flagstaff voters passed Proposition 420, to establish a 0.23% local transaction privilege tax (sales) tax rate for a 20 year period, on the gross revenues derived from engaging in business activities within the city of Flagstaff, and dedicating use of the revenues to pay for the costs of a Lone Tree Railroad Overpass from Butler Avenue to Route 66, along with related pedestrian, bicycle, and street connections ("Lone Tree Overpass Project");

WHEREAS, the City of Flagstaff has programmed funding for the Lone Tree Overpass Project in its 5-year Capital Improvement Program;

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the acquisition of approximately .082 acres of real property located 424 East Butler Avenue, Coconino County Assessor Parcel Number 104-01-023, and legally described as set forth in Exhibit A, attached hereto ("the Property"), by purchase or donation.

The final Real Estate Purchase Contract and purchase price is subject to City Council approval.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Clerk, Finance Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire the Property and to carry out the purpose and intent of this ordinance.

SECTION 3. Severability.

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

SECTION 4. Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of August, 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachments:
Exhibit A- Legal description for property to be acquired

Exhibit A

Legal Description:

The Easterly 35.00 feet of LOTS 5 and 6, BLOCK 25, BRANNEN ADDITION TO THE TOWN OF FLAGSTAFF, as shown on the plat thereof, recorded in Book 1 of Maps, Page 42, records of Coconino County, Arizona.


10401023
Show search results for 10401...
E COTTAGE AVE
S ELDEN ST
S SAN FRAN
S AGASSIZ ST
S O'LEARY ST
E BUTLER AVE
E BRANNEN AVE
S ELDEN ST
S COLORADO ST
S GABEL ST
E BUTLER AVE
E BUTLER AVE
E BUTLER AVE
E BUTLER AVE
E DUPONT AVE
S AGASSIZ ST
S VERDE ST
E ASHURST AVE
E ELLERY AVE
Rio de Flag
S ELDEN ST
Coconino National Forest
S RIO ST
E PICCADILLY DR
E CHURCHILL DR
S RIVER RUN

BUYER ATTACHMENT

Document updated:
September 2015

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Residential Resale Real Estate Purchase Contract's terms.

REALTOR® EQUAL HOUSING OPPORTUNITY

ATTENTION BUYER!

You are entering into a legally binding agreement.

SAMPLE

☐ **1. Read the entire contract *before* you sign it.**

☐ **2. Review the Residential Seller's Property Disclosure Statement (See Section 4a).**

- This information comes directly from the Seller.
- Investigate any blank spaces, unclear answers or any other information that is important to you.

☐ **3. Review the Inspection Paragraph (see Section 6a).**

If important to you, hire a qualified:

- Mold inspector
- Roof inspector
- Pest inspector
- Pool inspector
- Heating/cooling inspector

Verify square footage (see Section 6b)
Verify the property is on sewer or septic (see Section 6f)

☐ **4. Confirm your ability to obtain insurance and insurability of the property during the inspection period with your insurance agent (see Sections 6a and 6e).**

☐ **5. Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).**

It is your responsibility to make sure that you and your lender follow the timeline requirements in Section 2, and that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract and you may be liable for damages.

☐ **6. Read the title commitment within five days of receipt (see Section 3c).**

☐ **7. Read the CC&R's and all other governing documents within five days of receipt (see Section 3c), especially if the home is in a homeowner's association.**

☐ **8. Conduct a thorough final walkthrough (see Section 6m). If the property is unacceptable, speak up. After the closing may be too late.**

You can obtain information through the Buyer's Advisory at http://www.aaronline.com.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. *Verify anything important to you.*

☑ ***Buyer's Check List***

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RESIDENTIAL RESALE REAL ESTATE
PURCHASE CONTRACT

Document updated: **September 2015**

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.

REALTOR® EQUAL HOUSING OPPORTUNITY

1. PROPERTY

1a. 1. **BUYER:** _____
BUYER'S NAME(S)

2. **SELLER:** _____ or ☐ as identified in section 9c.
SELLER'S NAME(S)

3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
4. or incidental thereto, plus the personal property described herein (collectively the "Premises").

1b. 5. Premises Address: _____ Assessor's #: _____

6. City: _____ County: _____ AZ, Zip Code: _____

7. Legal Description: _____

1c. 8. $ _____ Full Purchase Price, paid as outlined below

9. $ _____ Earnest money

10. $ _____ _____

11. $ _____ _____

12. _____

13. _____

14. _____

1d. 15. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
16. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
17. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
18. _____ _____, 20_____ ("COE Date"). If Escrow Company or recorder's office is closed on COE Date,
MONTH DAY YEAR
19. COE shall occur on the next day that both are open for business.

20. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
21. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to
22. Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

1e. 23. **Possession:** Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security
24. system/alarms, and all common area facilities to Buyer at COE or ☐ _____.
25. Broker(s) recommend that the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals regarding
26. the risks of pre-possession or post-possession of the Premises.

1f. 27. **Addenda Incorporated:** ☐ AS IS ☐ Additional Clause ☐ Buyer Contingency ☐ Domestic Water Well ☐ H.O.A.
28. ☐ Lead-Based Paint Disclosure ☐ Loan Assumption ☐ On-site Wastewater Treatment Facility ☐ Seller Financing ☐ Short Sale
29. ☐ Other: _____

1g. 30. **Fixtures and Personal Property:** Seller agrees that all existing fixtures on the Premises, and any existing personal property
31. specified herein, shall be included in this sale, including the following:

32. • free-standing range/oven
33. • ceiling fans
34. • attached floor coverings
35. • window and door screens, sun screens
36. • garage door openers and controls
37. • outdoor landscaping, fountains, and lighting
38. • pellet, wood-burning or gas-log stoves
39. • storage sheds
- light fixtures
- towel, curtain and drapery rods
- flush-mounted speakers
- storm windows and doors
- attached media antennas/ satellite dishes
- attached fireplace equipment
- timers
- draperies and other window coverings
- shutters and awnings
- water-misting systems
- solar systems
- mailbox
- central vacuum, hose, and attachments
- built-in appliances

SAMPLE

>>

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40. If owned by the Seller, the following items also are included in this sale:
41. • pool and spa equipment (including any mechanical or other cleaning systems)
42. • security and/or fire systems and/or alarms
43. • water softeners
44. • water purification systems

45. **Additional existing personal property included in this sale** (if checked): ☐ refrigerator ☐ washer ☐ dryer as described:
46. _____
47. _____
48. ☐ Other: _____
49. _____
50. Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no monetary
51. value, and free and clear of all liens or encumbrances.
52. Fixtures and leased items NOT included: _____
53. **IF THIS IS AN ALL CASH SALE, GO TO SECTION 3.**

2. FINANCING

2a. 54. **Pre-Qualification:** An AAR Pre-Qualification Form ***is*** attached hereto and incorporated herein by reference.

2b. 55. **Loan Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval for the loan
56. described in the AAR Loan Status Update ("LSU") form without Prior to Document ("PTD") conditions no later than three (3) days
57. prior to the COE Date. **No later than three (3) days prior to the COE Date, Buyer shall either: (i) sign all loan documents; or**
58. **(ii) deliver to Seller or Escrow Company notice of loan approval without PTD conditions AND date(s) of receipt of Closing**
59. **Disclosure(s) from Lender; or (iii) deliver to Seller or Escrow Company notice of inability to obtain loan approval without**
60. **PTD conditions.**

2c. 61. **Unfulfilled Loan Contingency**: This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if
62. after diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions no later than three (3) days prior
63. to the COE Date. Buyer acknowledges that prepaid items paid separately from earnest money are not refundable.

2d. 64. **Interest Rate / Necessary Funds:** Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest
65. rate and "points" by separate written agreement with the lender; or (ii) the failure to have the down payment or other funds
66. due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan
67. contingency.

2e. 68. **Loan Status Update**: Buyer shall deliver to Seller the LSU with at a minimum lines 1-40 completed describing the current status
69. of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to
70. Broker(s) and Seller upon request.

2f. 71. **Loan Application:** Unless previously completed, within three (3) days after Contract acceptance Buyer shall (i) provide lender
72. with Buyer's name, income, social security number, Premises address, estimate of value of the Premises, and mortgage loan
73. amount sought; and (ii) grant lender permission to access Buyer's Trimerged Residential Credit Report.

2g. 74. **Loan Processing During Escrow**: Within ten (10) days after receipt of the **Loan Estimate** Buyer shall (i) provide lender with
75. notice of intent to proceed with the loan transaction in a manner satisfactory to lender; and (ii) provide to lender all requested
76. signed disclosures and the documentation listed in the LSU at lines 32-35. Buyer agrees to diligently work to obtain the loan and
77. will promptly provide the lender with all additional documentation requested.

2h. 78. **Type of Financing**: ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Assumption ☐ Seller Carryback ☐ _____
79. (If financing is to be other than new financing, see attached addendum.)

2i. 80. **Loan Costs**: All costs of obtaining the loan shall be paid by Buyer, unless otherwise provided for herein.

2j. 81. **Seller Concessions (if any)**: In addition to the other costs Seller has agreed to pay herein, Seller agrees to pay up to _____%
82. of the Purchase Price or $ _____ for Buyer's loan costs including pre-paids, impounds and Buyer's title / escrow closing costs.

2k. 83. **VA Loan Costs**: In the event of a VA loan, Seller agrees to pay the escrow fee and up to $ _____ of loan
84. costs not permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein, including Seller's
85. Concessions.

2l. 86. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the
87. Pre-Qualification Form attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any
88. such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan
89. approval without PTD conditions, increase Seller's closing costs, or delay COE.

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2m. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to lender for at least the purchase price. If the Premises fail to appraise for the purchase price in any appraisal required by lender, Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a refund of the Earnest Money or the appraisal contingency shall be waived.

2n. **Appraisal Fee(s):** Appraisal Fee(s), when required by lender, shall be paid by ☐ Buyer ☐ Seller ☐ Other _____
Appraisal Fee(s) ☐ are ☐ are not included in Seller Concessions, if applicable.

3. TITLE AND ESCROW

3a. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:

_____
"ESCROW/TITLE COMPANY"

_____ _____ _____ _____
ADDRESS CITY STATE ZIP

_____ _____ _____
EMAIL PHONE FAX

3b. **Title and Vesting**: Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain legal and tax advice.

3c. **Title Commitment and Title Insurance**: Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, addressed pursuant to 8t and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's Title Insurance Policy, or if not available, an ALTA Residential Title Insurance Policy ("Plain Language"/"1-4 units") or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage at Buyer's own additional expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title Insurance Policy.

3d. **Additional Instructions**: (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of the Buyer to any homeowner's association in which the Premises is located. (ii) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.

3e. **Tax Prorations**: Real property taxes payable by the Seller shall be prorated to COE based upon the latest tax information available.

3f. **Release of Earnest Money**: In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of Earnest Money.

3g. **Prorations of Assessments and Fees**: All assessments and fees that are not a lien as of the COE, including homeowner's association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, and service contracts, shall be prorated as of COE or ☐ Other: _____

3h. **Assessment Liens**: The amount of any assessment, other than homeowner's association assessments, that is a lien as of the COE, shall be ☐ paid in full by Seller ☐ prorated and assumed by Buyer. Any assessment that becomes a lien after COE is the Buyer's responsibility.

3i. **IRS and FIRPTA Reporting**: Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller acknowledge that if the Seller is a foreign person, the Buyer must withhold a tax equal to 10% of the purchase price, unless an exemption applies. >>

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4. DISCLOSURE

4a. **Seller Property Disclosure Statement ("SPDS")**: Seller shall deliver a completed AAR Residential SPDS form to the Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period or five (5) days after receipt of the SPDS, whichever is later.

4b. **Insurance Claims History**: Seller shall deliver to Buyer a written five-year insurance claims history regarding Premises (or a claims history for the length of time Seller has owned the Premises if less than five years) from Seller's insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these sources, from Seller, within five (5) days after Contract acceptance. (Seller may obscure any reference to date of birth or social security number from the document). Buyer shall provide notice of any items disapproved within the Inspection Period or five (5) days after receipt of the claims history, whichever is later.

4c. **Lead-Based Paint Disclosure**: If the Premises were built prior to 1978, the Seller shall: (i) notify the Buyer of any known lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide the Buyer with any LBP risk assessments or inspections of the Premises in the Seller's possession; (iii) provide the Buyer with the Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). Buyer shall return a signed copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards to Seller prior to COE.

☐ LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk assessments or inspections during Inspection Period.

☐ Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days or _____ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises for the presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP Information or five (5) days after expiration of the Assessment Period cancel this Contract.

Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination.

If Premises were constructed prior to 1978, **(BUYER'S INITIALS REQUIRED)** _____ BUYER _____ BUYER

If Premises were constructed in 1978 or later, **(BUYER'S INITIALS REQUIRED)** _____ BUYER _____ BUYER

4d. **Affidavit of Disclosure**: If the Premises is located in an unincorporated area of the county, and five or fewer parcels of property other than subdivided property are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required by law to the Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.

4e. **Changes During Escrow**: Seller shall immediately notify Buyer of any changes in the Premises or disclosures made herein, in the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section 5a or otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed five (5) days after delivery of such notice to provide notice of disapproval to Seller.

5. WARRANTIES

5a. **Seller Warranties**: Seller warrants and shall maintain and repair the Premises so that at the earlier of possession or COE: (i) all heating, cooling, mechanical, plumbing, and electrical systems (including swimming pool and/or spa, motors, filter systems, cleaning systems, and heaters, if any), free-standing range/oven, and built-in appliances will be in working condition; (ii) all other agreed upon repairs and corrections will be completed pursuant to Section 6j; (iii) the Premises, including all additional existing personal property included in the sale, will be in substantially the same condition as on the date of Contract acceptance; and (iv) all personal property not included in the sale and all debris will be removed from the Premises.

5b. **Warranties that Survive Closing**: Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor, professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE in connection with the construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of Seller's knowledge.

5c. **Buyer Warranties**: Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:**

_____

_____ >>

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6. DUE DILIGENCE

6a. **Inspection Period**: Buyer's Inspection Period shall be ten (10) days or _____ days after Contract acceptance. During the Inspection Period Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections and investigations to determine the value and condition of the Premises; (ii) make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the suitability of the Premises and the surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazards, violations or defects in the Premises; and (iv) verify any material multiple listing service ("MLS") information. If the presence of sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is a material matter to the Buyer, it must be investigated by the Buyer during the Inspection Period. Buyer shall keep the Premises free and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection reports concerning the Premises obtained by Buyer. Buyer is advised to consult the Arizona Department of Real Estate *Buyer Advisory* provided by AAR to assist in Buyer's due diligence inspections and investigations.

6b. **Square Footage**: **BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.**

6c. **Wood-Destroying Organism or Insect Inspection**: **IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS (SUCH AS TERMITES) ARE A MATERIAL MATTER TO THE BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE INSPECTION PERIOD**. The Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it will be performed at Buyer's expense.

6d. **Flood Hazard**: Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Inspection Period. If the Premises are situated in an area identified as having any special flood hazards by any governmental entity, the lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve the Premises.

6e. **Insurance**: **IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD.** Buyer understands that any homeowner's, fire, casualty, or other insurance desired by Buyer or required by lender should be in place at COE.

6f. **Sewer or On-site Wastewater Treatment System**: The Premises are connected to a:

☐ sewer system ☐ septic system ☐ alternative system

IF A SEWER CONNECTION IS A MATERIAL MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD. If the Premises are served by a septic or alternative system, the AAR On-site Wastewater Treatment Facility Addendum is incorporated herein by reference.

(BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER

6g. **Swimming Pool Barrier Regulations**: During the Inspection Period, Buyer agrees to investigate all applicable state, county, and municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt of the Arizona Department of Health Services approved private pool safety notice.

(BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER

6h. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.**

(BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER

6i. **Inspection Period Notice**: Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall be provided in a single notice.

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6j. **Buyer Disapproval**: If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller notice of the items disapproved and state in the notice that Buyer elects to either:

(1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or

(2) provide the Seller an opportunity to correct the items disapproved, in which case:

(a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed Seller's refusal to correct any of the items disapproved.

(b) **If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days or _____ days prior to COE Date.**

(c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first, and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.

VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will extend response times or cancellation rights.

BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.

6k. **Notice of Non-Working Warranted Items**: Buyer shall provide Seller with notice of any non-working warranted item(s) of which Buyer becomes aware during the Inspection Period or the Seller warranty for that item(s) shall be waived. Delivery of such notice shall not affect Seller's obligation to maintain or repair the warranted item(s).

6l. **Home Warranty Plan**: Buyer and Seller are advised to investigate the various home warranty plans available for purchase. The parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations, service fees and most plans exclude pre-existing conditions.

☐ A Home Warranty Plan will be ordered by ☐ Buyer or ☐ Seller with the following optional coverage _____, to be issued by _____ at a cost not to exceed $ _____, to be paid for by ☐ Buyer ☐ Seller

☐ Buyer declines the purchase of a Home Warranty Plan.

6m. **Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Premises for the purpose of satisfying Buyer that any corrections or repairs agreed to by the Seller have been completed, warranted items are in working condition and that the Premises is in substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer releases Seller and Broker(s) from liability for any defects that could have been discovered.

6n. **Seller's Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Premises available for all inspections and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane, until COE to enable Buyer to conduct these inspections and walkthrough(s).

7. REMEDIES

7a. **Cure Period**: A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a breach of Contract.

7b. **Breach**: In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept the Earnest Money as Seller's sole right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver the notice required by Section 2b, or Buyer's inability to obtain loan approval due to the waiver of the appraisal contingency pursuant to Section 2m, Seller shall exercise this option and accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section 1d to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a material breach of this Contract, rendering the Contract subject to cancellation.

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7c. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to resort to court action.

7d. **Exclusions from ADR**: The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the Small Claims Division of an Arizona Justice Court (up to $3,500) so long as the matter is not thereafter transferred or removed from the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action ("lis pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

7e. **Attorney Fees and Costs**: The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert witness fees, fees paid to investigators, and arbitration costs.

8. ADDITIONAL TERMS AND CONDITIONS

8a.

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8b. **Risk of Loss**: If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or Buyer may elect to cancel the Contract.

8c. **Permission**: Buyer and Seller grant Broker(s) permission to advise the public of this Contract.

8d. **Arizona Law**: This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

8e. **Time is of the Essence**: The parties acknowledge that time is of the essence in the performance of the obligations described herein.

8f. **Compensation**: Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.

8g. **Copies and Counterparts**: A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Lead-Based Paint Disclosure Statement may not be signed in counterpart. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

8h. **Days**: All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at 11:59 p.m.

8i. **Calculating Time Periods**: In computing any time period prescribed or allowed by this Contract, the day of the act or event from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that must be performed three days prior to the COE Date must be performed three full days prior (i.e., if COE Date is Friday the act must be performed by 11:59 p.m. on Monday).

8j. **Entire Agreement**: This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.

8k. **Subsequent Offers**: Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.

8l. **Cancellation**: A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become effective immediately upon delivery of the cancellation notice.

8m. **Notice**: Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 8r, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.

8n. **Earnest Money**: Earnest Money is in the form of: ☐ Personal Check ☐ Other _____
If applicable, Earnest Money has been received by Broker named in Section 8r and upon acceptance of this offer will be deposited with: ☐ Escrow Company ☐ Broker's Trust Account. Buyer acknowledges that failure to pay the required closing funds by the scheduled COE, if not cured after a cure notice is delivered pursuant to Section 7a, shall be construed as a material breach of this contract and all earnest money shall be subject to forfeiture.

8o. **Release of Broker(s): Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, governmental regulations, insurance, price and terms of sale, return on investment or any other matter relating to the value or condition of the Premises. The parties understand and agree that the Broker(s) do not provide advice on property as an investment and are not qualified to provide financial, legal, or tax advice regarding this real estate transaction.**

(SELLER'S INITIALS REQUIRED) _____ SELLER _____ SELLER **(BUYER'S INITIALS REQUIRED)** _____ BUYER _____ BUYER

8p. **Terms of Acceptance**: This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8r
by _____, _____ at _____ a.m./p.m., Mountain Standard Time.
Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.

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8q. 396. THIS CONTRACT CONTAINS NINE PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT
397. YOU HAVE RECEIVED AND READ ALL NINE PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

8r. 398. **Broker on behalf of Buyer:**

399. PRINT SALESPERSON NAME | AGENT MLS CODE | AGENT STATE LICENSE NO.

400. PRINT FIRM NAME | FIRM MLS CODE

401. FIRM ADDRESS | STATE | ZIP CODE | FIRM STATE LICENSE NO.

402. PREFERRED TELEPHONE | FAX | EMAIL

8s. 403. **Agency Confirmation:** The Broker named in Section 8r above is the agent of (check one):
404. ☐ the Buyer; ☐ the Seller; or ☐ both the Buyer and Seller

8t. 405. **The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of**
406. **a copy hereof including the Buyer Attachment.**

407. ^ BUYER'S SIGNATURE MO/DA/YR | ^ BUYER'S SIGNATURE MO/DA/YR

408. ADDRESS | ADDRESS

409. CITY, STATE, ZIP CODE | CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 410. **Broker on behalf of Seller:**

411. PRINT SALESPERSON NAME | AGENT MLS CODE | AGENT STATE LICENSE NO.

412. PRINT FIRM NAME | FIRM MLS CODE

413. FIRM ADDRESS | STATE | ZIP CODE | FIRM STATE LICENSE NO.

414. PREFERRED TELEPHONE | FAX | EMAIL

9b. 415. **Agency Confirmation:** The Broker named in Section 9a above is the agent of (check one):
416. ☐ the Seller; or ☐ both the Buyer and Seller

9c. 417. **The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a**
418. **copy hereof and grant permission to Broker named on Section 9a to deliver a copy to Buyer.**

419. ☐ Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.
420. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

421. ^ SELLER'S SIGNATURE MO/DA/YR | ^ SELLER'S SIGNATURE MO/DA/YR

422. SELLER'S NAME PRINTED | SELLER'S NAME PRINTED

423. ADDRESS | ADDRESS

424. CITY, STATE, ZIP CODE | CITY, STATE, ZIP CODE

425. ☐ **OFFER REJECTED BY SELLER:** _____ MONTH _____ DAY **, 20**_____ YEAR _____ (SELLER'S INITIALS)

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ MO/DA/YR

SAMPLE

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7. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Martin Ince, Multi-Modal Planner
Co-Submitter:	Carmen Pryer
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-19: An Ordinance of the Flagstaff City Council authorizing the abandonment of a parking easement across real property located along the west side of Woodlands Village Boulevard north of McConnell Drive in exchange for a Flagstaff Urban Trails System easement; delegating authority, approving forms, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-19 by title only for the final time
2) City Clerk reads Ordinance No. 2020-19 by title only (if approved above)
3) Adopt Ordinance No. 2020-19

Executive Summary:

Approval of Ordinance 2020-19 will authorize the City to abandon its interest in an existing parking easement and record a FUTS easement on a parcel located on the northwest corner of Woodlands Village Boulevard and McConnell Drive.

Financial Impact:

The City will be receiving a FUTS easement at no cost to City, in exchange for abandoning its property interest in a parking easement. Financial impacts are limited to administrative costs associated with the easements, including the cost of preparing a legal description and recording fees. Expenses will be paid from the Neighborhood Open Space and FUTS bond, which allows for administrative costs of FUTS easement acquisition.

Policy Impact:

None

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

TRANSPORTATION & PUBLIC INFRASTRUCTURE
Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system.

Has There Been Previous Council Decision on This:

No

Background/History:
In 2019 the City was approached by a property owner requesting that the City abandon its interest in a parking easement that benefits adjacent land owned by the City and planned for a future neighborhood park.

The parking easement was recorded 1995 and re-recorded in 1997 across parcels 1B, 1C, 1D, and 1E along the west side of Woodlands Village Boulevard between Forest Meadows Street and Highland Avenue (McConnell Drive). The easement allowed up to 61 parking spaces, which were presumably intended as additional parking for a planned commercial development to the south on Tract A of the Woodlands Village Unit Three subdivision. The Tract A site is now occupied by the Staples store, Your Pie restaurant, and other commercial businesses. Subsequent to the easement, a commercial development was built on Tract A, but the additional parking was never built on the adjoining easement.

During the process of development, Tract A was split into several parcels, and the City was given two parcels on the northwest side of Staples for a future park and open space. When the City obtained these parcels, it also inherited an interest in the parking easement. The City's property interest in the parking easement is approximately 39% of the total easement area, or about 24 parking spaces. The City's Parks and Recreation Division is now planning park improvements on the parcel.

The owner of parcel 1D, Westside Veterinary Clinic, has a site plan application before the City to construct a veterinary clinic on the site, which is located on the northwest corner of Woodlands Village and McConnell. They have asked the City to abandon its interest in the easement to allow the development to move forward. Several other parcel owners have already abandoned their interest in the parking easement.

In exchange for abandoning the parking easement, the City has requested a 20-foot FUTS easement across the westerly edge of the site for a future FUTS connection between Mountain Trail Apartments and the Woodlands Village/McConnell intersection and local businesses.

There is also an access easement across the south side of the parcel, corresponding to the short segment of street, called Highland Avenue, on the west leg of the Woodlands Village/McConnell intersection. This segment appears to be a public street, but in fact it is an access easement across a private parcel. The access easement will remain in place and is not affected by the abandonment of the parking easement or recording the FUTS easement.

Key Considerations:
The parking easement on parcel 1D is not a suitable location for additional or overflow parking for the City's planned westside park, so the parking easement does not have a significant benefit to the City. The access easement could potentially serve as secondary or maintenance access to the park, depending on site layout.

The new FUTS easement will allow a future pedestrian and bicycle connection between Mountain Trails Apartments and the Woodlands Village/McConnell intersection. There is already an informal path that makes this connection across the site, likely used by students walking or biking to the NAU campus along McConnell Drive. If no FUTS easement is granted then when the parcel develops this informal connection will be blocked, and residents of Mountain Trail will be required to go the long way around on Highland Mesa and Forest Meadows to make the same connection. The trail also provides convenient access to the commercial area for apartment residents away from traffic.

Easements across two other parcels, including the Mountain Trail parcel, will be necessary to complete the trail connection. The acquisition of these parcels will be pursued separately.

There is also potential to extend the FUTS connection north in the future across the westerly edge of two other vacant land parcels, 1B and 1C, to complete the trail connection to Forest Meadows Street. This route is already used by residents of neighborhoods to the north, who are also likely commuting to the NAU campus. The parking easement also encumbers both of these parcels. When a development proposal for parcels 1B and 1C is reviewed, the City will work with the applicant on an extension of the trail and abandonment of the parking easement.

The FUTS easement is compatible with the site plan for the proposed vet clinic. The easement area is limited to the westerly 20-feet of the site, which remains undeveloped on the site plan. Parking for the clinic and a retaining wall are planned just east of the easement area. At the grantor's request, the FUTS easement will be accessed only from the access road (versus through other areas of grantor's property). The vet clinic has agreed to dedicate the easement.

City staff has ordered a legal description for the FUTS easement, and if feasible this will be attached to the staff summary prior to the July 7, 2020, council meeting.

Attachments:

Ord. 2020-19
Parcels and easements map
Form of abandonment or parking easement
FUTS easement
Westside Vet Clinic site plan
Parking easement (Instrument 95-20394)

ORDINANCE NO. 2020-19

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING ABANDONMENT OF A PARKING EASEMENT ACROSS REAL PROPERTY LOCATED ALONG THE WEST SIDE OF WOODLANDS VILLAGE BOULEVARD NORTH OF MCCONNELL DRIVE IN EXCHANGE FOR A FLAGSTAFF URBAN TRAIL SYSTEM EASEMENT; DELEGATING AUTHORITY, APPROVING FORMS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff owns vacant land identified as Coconino County Assessor Parcel nos. 112-29-021F, -021G ("City Properties"), that the City is planning to develop as a neighborhood park near Boulder Pointe subdivision; and

WHEREAS, the City owns non-exclusive access and parking easement rights for the benefit of the City Properties, over adjacent land identified as Coconino County Assessor Parcel nos. 112-29-001B, -001C, -001D, -001E ("the Burdened Properties"), pursuant to an Easement Agreement recorded in the Coconino County Recorder's Office, Instrument No. 95-15826 and corrected in Instrument No. 95-20394 ("Easement Agreement"); and

WHEREAS, a reference map is attached hereto as Exhibit 1 to show the City Properties, other benefited properties, the Burdened Properties, and the access and parking easements under the Easement Agreement; and

WHEREAS, the City is willing to abandon its parking easement across Coconino County Assessor Parcel No. 112-29-001D in exchange for the grant of a Flagstaff Urban Trail System ("FUTS") Easement across the same parcel.

ENACTMENTS:

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

SECTION 1: In General.

The City Council hereby authorizes the abandonment of a parking easement across the vacant land identified as Coconino County Assessor Parcel nos. 112-29-001D ("Parcel D") contingent upon the following:

1. The owner(s) of Parcel D shall grant to the City an approximately 20-foot wide Flagstaff Urban Trail System (FUTS) Easement running along the western boundary of Parcel D to the City, using the form of FUTS Easement, along with the exhibit depicting the easement area and a legal description for the easement area attached hereto as Exhibit 2; and

2. The City will abandon its parking easement across Parcel D, using the form of Abandonment of Parking Easement (Partial) attached hereto as Exhibit 3; and

3. The City Clerk shall record documents in the Coconino County Recorder's Office in the following order:

   First: FUTS Easement;
   Second: Abandonment of Parking Easement (Partial).

SECTION 2: Delegation of Authority.

The Mayor is authorized to execute all documents approved herein.

The City Manager, the City Attorney, the City Clerk, the Finance Director, the City Real Estate Manager, or other employees or agents as deemed necessary, are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance. The City Attorney is authorized to approve minor or clerical revisions to the documents attached hereto, prior to recording.

SECTION 3: Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of August 2020.

_____
MAYOR

ATTEST:

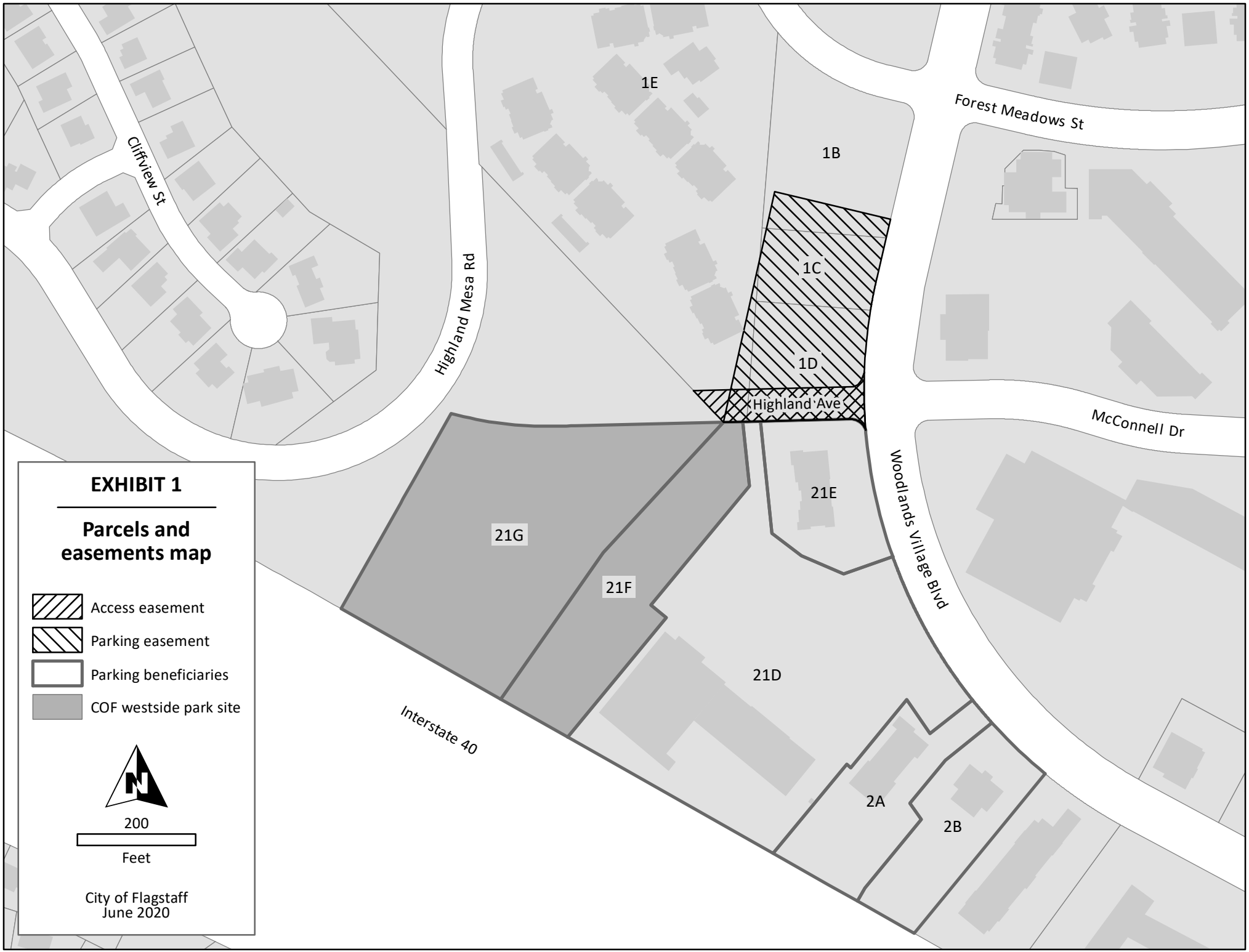
_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachments:

Exhibit 1 Map
Exhibit 2 FUTS Easement form, along with an exhibit map and legal description
Exhibit 3 Abandonment of Parking Easement (Partial) form


1E
1B
1C
1D
Highland Ave
Forest Meadows St
McConnell Dr
Woodlands Village Blvd
Cliffview St
Highland Mesa Rd
21G
21F
21E
21D
2A
2B
Interstate 40
EXHIBIT 1
Parcels and easements map
Access easement
Parking easement
Parking beneficiaries
COF westside park site
N
200
Feet
City of Flagstaff
June 2020

When Recorded Return To:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

ABANDONMENT OF PARKING EASEMENT
(PARTIAL)

WHEREAS, the City of Flagstaff, a municipal corporation organized under laws of the state of Arizona, owns land identified as Coconino County Assessor Parcel nos. 112-29-021F and -021G ("City Properties");

WHEREAS, the City owns non-exclusive access and parking easement rights for the benefit of City Properties, across portions of adjacent land identified as Coconino County Assessor Parcel nos. 112-29-001B, -001C, -001D, and -001E ("the Burdened Properties"), pursuant to an Easement Agreement recorded in the Coconino County Recorder's Office, Instrument No. 95-15826 and corrected in Instrument No. 95-20394 (the "Easement Agreement");

WHEREAS, a reference map, depicting all burdened and benefited properties under the Easement Agreement, is attached hereto as Exhibit 1 but shall have no legal effect;

WHEREAS, this Abandonment of Parking Easement (Partial) has been approved as set forth in City of Flagstaff Ordinance No. 2020-___;

NOW, therefore, the City hereby abandons all its parking easement rights in the real property identified as Coconino County Assessor Parcel no. 112-29-001D and legally described in Exhibit A attached hereto and incorporated by reference ("Parcel D").

The City has not abandoned its separate non-exclusive access easement rights under the Easement Agreement.

DATED this _____ day of _____, 2020.

CITY OF FLAGSTAFF

_____

By: Coral Evans

Its: Mayor

Attest:_____

_____
City Clerk

Approved as to form:

_____
City Attorney

STATE OF)
) ss.
COUNTY OF)

This instrument was acknowledged before me this _____ day of _____, 2020, by **_____,** being duly authorized in her capacity as the Mayor on behalf of the City of Flagstaff, a municipal corporation.

_____
Notary Public

My commission expires:

EXHIBIT 1
REFERENCE MAP

EXHIBIT A
LEGAL DESCRIPTION OF PARCEL D

LOT 29D, as shown on the Survey and Split of LOT 29, WOODLANDS VILLAGE UNIT THREE, as shown on the plat thereof, recorded in Case 4, Maps 131 through 131B, inclusive, and being replatted in Case 6, Map 43 and Affidavit of Correction recorded in Docket 1880, Page 845, and as revised in Case 7, Map 11, records of Coconino County, Arizona.

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

URBAN TRAILS EASEMENT

For Valuable consideration, the sufficiency and receipt of which is hereby acknowledged, _____, a _____, hereinafter referred to as "Grantor", hereby grants and conveys unto the CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as "Grantee", a perpetual easement, hereinafter referred to as "Easement," for a non-motorized public access pathway for pedestrians, bicycles and other similar non-motorized uses, hereinafter referred to as the "Trail" as part of the Flagstaff Urban Trails System under, over, across and through the real property of Grantor situated in Coconino County, Arizona, and described in Exhibits A and A-1, both of which are attached hereto and by reference made a part hereof under the terms and conditions set forth below.

1. Purpose. This Easement is granted to Grantee for the benefit of the public, and to enable the Grantee at its own expense to locate, construct, repair, replace, alter, maintain and operate a non-motorized public access trail as part of the Flagstaff Urban Trails System, including any fencing, walls, grading, landscaping, lateral and subjacent support, drainage structures and facilities, signing, or other features associated with the Trail.

2. Non-Exclusive. This Easement is granted on a non-exclusive basis; provided however, any subsequently recorded easement or permit shall not conflict or interfere with public safety, the use, operation, or maintenance of the Trail or terms and conditions of this Easement.

3. Prohibited Encroachments. Grantor shall not construct or permit any improvements within the Easement, including buildings, structures, poles, driveways, parking lots, fences, walls, cut or fill slopes, grading, or surface drainage features.

4. Underground/Utility Encroachments. Grantor may construct or permit underground improvements within the Easement, subject to all of the following:
    a. Prior written consent of Grantee is required. Consent will not be unreasonably withheld, provided that the proposed improvement will not conflict or interfere with public safety, the use, operation, or maintenance of the Trail as determined by Grantee.
    b. Utility boxes, meter boxes, valve boxes, manholes, or handholes (collectively "Utility Equipment") shall not be constructed within that portion of the Trail that is designed, maintained or designated for regular public travel or within three (3) feet of either side of that pathway (the pathway and shoulders collectively referred to as the "Clear Zone").
    c. Grantor and/or its permittee shall restore the Trail to its original condition after completion of any construction or maintenance.

5. Vegetation. Grantee may remove, alter, and maintain vegetation within the limits of the Easement that conflicts or interferes with the use, operation, or maintenance of the Trail. Grantor shall make no claim for and shall hold Grantee harmless from any claim by a third person for damage to or destruction of the vegetation so removed or altered.

6. Lateral Support. Grantee further agrees for itself and its heirs, successors, and assigns that it shall not cause or allow any act, occurrence, or condition of land that disturbs the lateral and subjacent support of the Trail. Lateral and subjacent support may include cut or fill slopes and retaining walls.

7. Maintenance Access. Grantee shall have the right of reasonable access to the Easement over the Access Easement (as recorded in the Coconino County public records and identified in instrument No. 95-15826 and later corrected by Instrument No. 95-20394, Docket 1786, Page 809, recorded on July 19, 1995 and identified as the "Access Easement Area" in Exhibit A-1 thereto), for construction, maintenance, repair, or reconstruction of the Trail.

8. Restoration. Upon completion of any removal, alteration or maintenance of the Trail improvements within the Easement by Grantee, the Grantee shall have the obligation to restore the attributes of the property disturbed by any such removal, alteration or maintenance to as near the pre-disturbance condition or better, as physical characteristics of the constructed Trail improvements permit.

9. Indemnification. To the extent permitted by Arizona law, Grantee shall indemnify and hold Grantor harmless from any liabilities for injuries or damages to persons or property arising out of Grantee's or its officers', agents', employees', licensees', and invitees' use of the Easement granted herein.

10. Covenant to Run with the Land. Grantor hereby agrees that this instrument shall be binding upon itself, its successor and assigns.

If Grantor is a corporation, by the signature of its authorized agent it signifies that the agent has been authorized by its Board of Directors or other necessary authorities to make this conveyance on behalf of the corporation.

IN WITNESS WHEREOF, Grantor has caused this Urban Trails Easement to be executed in its name by the undersigned officers this _____ day of _____, 2020.

GRANTOR:

_____

By: _____

Title: _____

STATE OF _____)
)
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____,

2020, by _____, the _____ of

_____, on behalf of _____.

_____
Notary Public

My Commission Expires:

_____

S:\Legal\Civil Matters\2019\2019-028 Abandonment of ParkingAccess Easement – Opus Property\FUTS ezmt form 7-14-20.docx

Northland Exploration Surveys, Inc.

EXHIBIT "A"

LEGAL DESCRIPTION:

A strip of land, 20 feet in width, said strip of land being a portion of Lot 29D, as recorded in Case 7, Map 11, Records of Coconino County (R.C.C.), situated in Section 29, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona, said strip of land being more particularly described as follows:

The WEST 20.00 feet of said Lot 29D;

said strip of land contains 4,077 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "A-1", which is made a part hereof by this reference.

NES #20-064-E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A
KRENKE
06/23/2020
Date Signed
ARIZONA, U.S.A.

ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIVISION

DC	06/23/2020
INITIAL	DATE

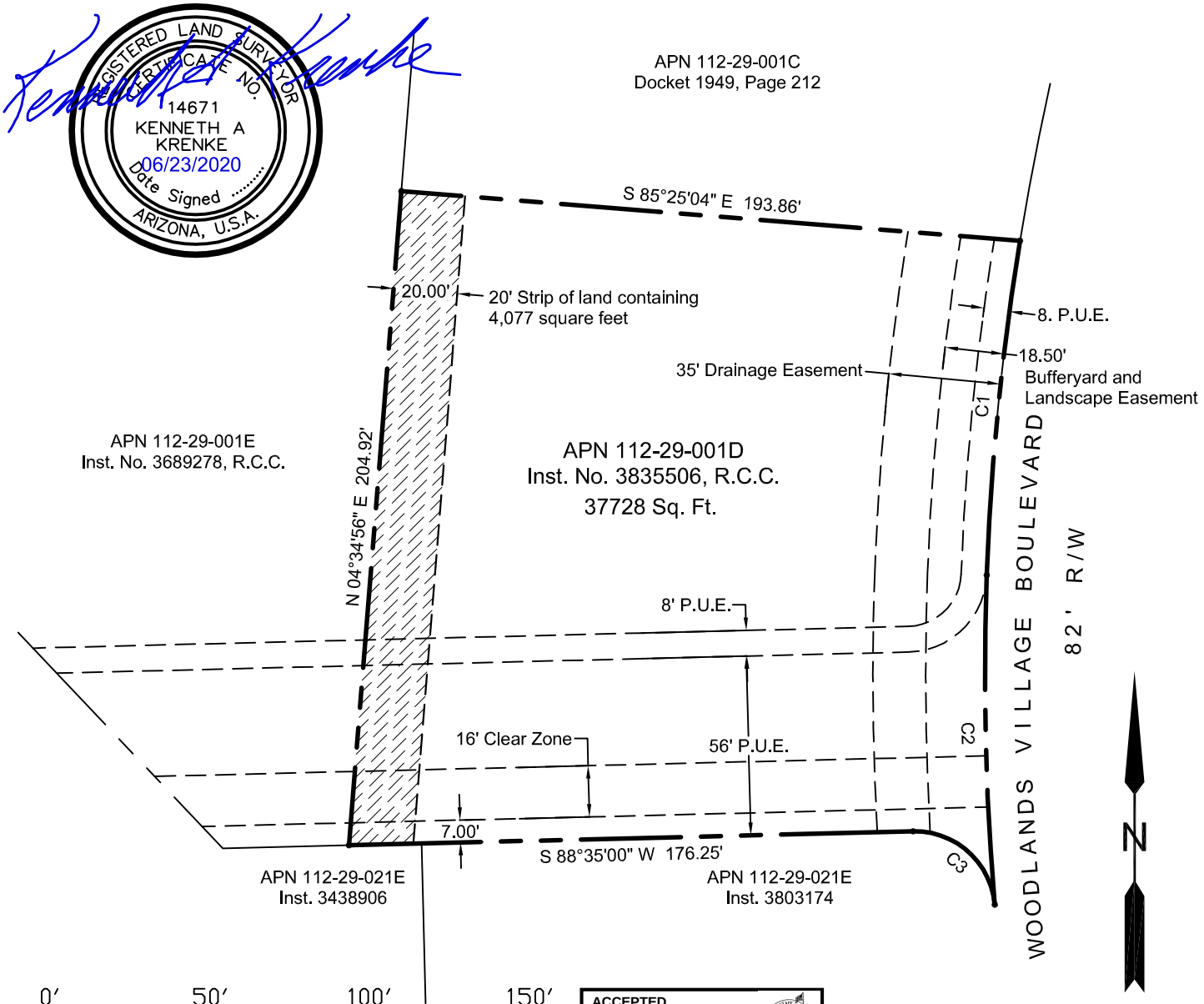
528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058

Northland Exploration Surveys, Inc.

EXHIBIT "A-1"

A Strip of land, 20 feet in width, said strip of land being a portion of Lot 29D as recorded in Case 7, Map 11, Records of Coconino County, situated in Section 29, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A KRENKE
06/23/2020
Date Signed
ARIZONA, U.S.A.



ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIVISION
DC — INITIAL
06/23/2020 — DATE

Curve Data:

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	7°07'56"	843.73'	105.03'	104.96'	S 05°40'14" W
C2	6°59'24"	843.73'	102.93'	102.87'	N 01°23'18" W
C3	86°30'49"	25.01'	37.76'	34.28'	N 48°09'36" W

FUTS Easement
Descriptive Title
City File No. **PZ-19-00002**

528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058



PROJECT TRUE

02 II.2 - SITE PLAN
1" = 10'-0"

SITE LEGEND

- PROJECT AREA
- BUILDING FOOTPRINT
- FUTURE LANDSCAPE AREAS
- TREES TO REMAIN
- TREES TO BE REMOVED

PARKING CALCULATION

OFFICES, GENERAL: 1 SPACE PER 300sf GROSS FLOOR AREA:

4,500 sf / 300 = **15 SPACES REQUIRED** (*INCLUDING 1 ACCESSIBLE*)

19 SPACES PROVIDED (INCLUDING 1 ACCESSIBLE)

IMPERVIOUS AREA CALCULATION

SITE AREA:	26,480 sf
IMPERVIOUS AREA:	10,907 sf
PERCENTAGE:	41.2% IMPERVIOUS

PROJECT DATA

CONSTRUCTION TYPE:	VB
OCCUPANCY:	B
PROPOSED BUILDING STORIES:	1
SPRINKLERED:	NON-SPRINKLERED
BUILDING SF:	4,600sf (APPROX.)
LOT AREA:	37,758.83 sf = .0867 ACRE
F.A.R.:	.121

CIVIL L.I.D. - ROCV TABLE

The SUBJECT PARCEL to be developed has an area of 26,480 SF, exclusive of that portion within the HIGHLAND AVENUE easement. Impervious areas are tabulated in the ROCV TABLE. Computations for ROCV are per the TABLE.

ELEMENT	AREA	ROCV		COMMENTS
		REQUIRED	PROVIDED	
ROOF	5265 SF	439 CF	0 CF	PIPE TO DENTENTION CHAMBERS
PAVEMENT	5214 SF	434 CF	533 CF	IN #57 ROCK UNDER DETENTION CHAMBERS
SIDEWALK	899 SF	75 CF	0 CF	SHEET FLOW TO PAVEMENT
RPGP	1713 SF	0 CF	685 CF	IN #57 ROCK (12" THICK) UNDER TRU-GRID
				PROVIDED > REQUIRED
TOTAL	13091 SF	948 CF	1218 CF	

BICYCLE PARKING

BICYCLE PARKING SHALL BE A POWDER-COATED TUBE STL FRAME
AS PROVIDED BY HELIX BIKE RACKS (SEE SPEC)
ALL SETBACKS AND CLEARANCES SHALL CONFORM TO CITY OF FLAGSTAFF ZONING CODE FOR BICYCLE PARKING 10-50.80.050
VERIFY IN-FIELD

II.5 NATURAL RESOURCE PROTECTION PLAN

SITE DOES NOT HAVE ANY SIGNIFICANT (MODERATE, STEEP OR GREATER) GRADES. SITE IS NOT IN A RECORDED FLOODPLAIN. OVER 30% OF THE RESOURCE TREES ARE DESIGNATED AS PRESERVED.

PER CITY OF FLAGSTAFF ZONING CODE: THE FOLLOWING TABLE IS THE RESULT OF THE OWNER'S SURVEY. EXISTING RESOURCE TREE POINT CALCULATIONS ARE BASED UPON THE DIAMETER AT REAST-HEIGHT (A.B.H.).

SEE L.I.D. AND RESOURCE TREE TABLES FOR RESOURCE PROTECTION CALCULATIONS.

RESOURCE TREES

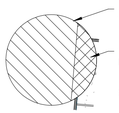
MARK	DEMO PHASE	DIA. A.B.H.	POINTS*
P-7	New Construction	40.25"	20.00
P-8	New Construction	28"	20.00
P-9	New Construction	29"	20.00
P-10	New Construction	29"	20.00
P-11	New Construction	34"	20.00
P-15	New Construction	41.75	20.00
P-16	New Construction	30.75	20.00
P-21	New Construction	27.75"	20.00
P-25	New Construction	22.75"	8.00
P-26	New Construction	30.75"	20.00
P-27	New Construction	22.75"	8.00
P-28	New Construction	19.5"	8.00
P-29	New Construction	11.75"	2.00
P-30	New Construction	26"	20.00
P-31	New Construction	27.5"	20.00
P-32	New Construction	38.75"	20.00
P-33	New Construction	32.25"	20.00
P-34	New Construction	29"	20.00
P-35	New Construction	14.75"	4.00
P-36	New Construction	18"	8.00
P-37	New Construction	29"	20.00
P-38	New Construction	19.5"	8.00
P-39	New Construction	32.25"	20.00
New Construction: 23			366.00

RESOURCE TREES

MARK	DEMO PHASE	DIA. A.B.H.	POINTS*
P-1	None	39.25"	0.00
P-2	None	30.75"	0.00
P-3	None	29"	0.00
P-4	None	30.75	0.00
P-5	None	32.25"	20.00
P-6	None	30.75"	20.00
P-12	None	35.5"	20.00
P-13	None	24.25"	8.00
P-14	None	30.75"	20.00
P-17	None	38.75	20.00
P-18	None	29"	0.00
P-19	None	19.5"	0.00
P-20	None	29"	20.00
P-22	None	35.5"	20.00
P-23	None	29"	20.00
P-24	None	26"	20.00
None: 16			188.00
Grand total: 39			554.00

RESOURCE TREE RETENTION

188 / 554 = **34% RETAINED**



01 P-14 AREA
1" = 20'-0"

SITE PLAN NOTES

- *RESOURCE TREES w/ POINT VALUE 0.00 ARE EXCLUDED FROM THE TABULATION
- REFER TO CIVIL SHEET II.2C FOR INFORMATION ON EXISTING AND PROPOSED UTILITIES
- FOR ADDITIONAL SITE INFORMATION REGARDING EXISTING SITE FEATURES SEE ATTACHMENT: **OWNER SURVEY** (PROVIDED IN 1ST CONCEPT PLAN SUBMITTAL)

STORMWATER NOTE

DRAINAGE EASEMENT BOUNDARY TO BE STAKED BY REGISTERED LAND SURVEYOR AT TIME OF CONSTRUCTION.

ALL BUILDING OR SITE-IMPROVEMENT ELEMENTS INCLUDING FOOTINGS, ROOF EAVES & GUTTERS, OR OTHER PROJECTIONS SHALL STAY MIN. 6" CLEAR OF DRAINAGE EASEMENT BOUNDARY, V.I.F.

REECE AND ROWE ARCHITECTS, PLLC. EXPRESSLY RESERVES THE COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING WRITTEN PERMISSION AND CONSENT OF REECE AND ROWE ARCHITECTS, PLLC. ©

WESTSIDE VETERINARY

JENNY SIESS

2507 S. WOODLANDS VILLAGE BLVD

PRELIMINARY
NOT FOR CONSTRUCTION

REECE and ROWE
ARCHITECTS

4343 E. Avalon Drive
Phoenix, Arizona 85018
Phone: 602-957-4343
Fax: 602-957-7546

1254 W. University Ave #100
Flagstaff, Arizona 86001
Phone: 928-779-4340
Fax: 928-779-5087

REVISIONS:

TITLE: SITE PLAN
SCALE: As indicated
DATE: 2020-05-14
JOB NO: 19502

A1.0

CANDACE OWENS
COCONINO COUNTY RECORDER
OFFICIAL RECORDS OF
COCONINO COUNTY

INST: 95-20394 FEE:$ 19.00
AT THE REQUEST OF:
FIRST AMERICAN TITLE
DATE: 07/19/1995 TIME: 04:00
DKT: 1786 PG: 809 PAGES: 014

WHEN RECORDED, RETURN TO:

Mr. Gregory L. Mast
Gallagher & Kennedy, P.A.
2600 North Central Avenue
Phoenix, Arizona 85004-3020

108049

EASEMENT AGREEMENT

This Easement Agreement is being re-recorded in order to correct the legal descriptions** contained in Exhibits "A" and "A-1" thereto and to record a Consent to Easement thereto.

**recorded . Docket 1774, Page 827, attached

GRANTOR:

VVC, INC., an Arizona corporation

By _____
James P. Previti
Its President

GRANTEE:

OPUS SOUTHWEST CORPORATION, a Minnesota corporation

By _____
Thomas W. Roberts
Its President

296760
1477-0430

1786-809

STATE OF California)
) ss.
County of San Bernardino)

The foregoing instrument was acknowledged before me this 11th day of July, 1995, by James P. Previti, the President of VVC, INC., an Arizona corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto have set my hand and official seal.

Rosemary Spellman
Notary Public

My Commission Expires:
Oct 17, 1997

ROSEMARY SPELLMAN
COMM. # 1006575
Notary Public — California
SAN BERNARDINO COUNTY
My Comm. Expires OCT 17 1997

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 13th day of July, 1995, by Thomas W. Roberts, the President of OPUS SOUTHWEST CORPORATION, a Minnesota corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto have set my hand and official seal.

Annjanette M. Foster
Notary Public

My Commission Expires:
Sept. 30, 1997

OFFICIAL SEAL
ANNJANETTE M. FOSTER
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Sept. 30, 1997

1786-810

CANDACE OWENS
COCONINO COUNTY RECORDER
OFFICIAL RECORDS OF
COCONINO COUNTY
INST: 95-15826 FEE:$ 15.00
AT THE REQUEST OF:
FIRST AMERICAN TITLE
DATE: 06/02/1995 TIME: 04:45
DKT: 1774 PG: 827 PAGES: 011

WHEN RECORDED, RETURN TO:

Mr. Gregory L. Mast
Gallagher & Kennedy, P.A.
2600 North Central Avenue
Phoenix, Arizona 85004-3020
108049 -8

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made this 2nd day of June, 1995, by and between VVC, INC., an Arizona corporation (the "Grantor"), and Opus Southwest Corporation, a Minnesota corporation (the "Grantee").

WHEREAS, Grantor is the fee owner of that certain real property described in Exhibits "A" and "A-1" attached hereto and incorporated herein (the "Initial Parking Easement Area" and the "Access Easement Area", respectively) and that certain real property of which the Initial Parking Easement Area is a part described in Exhibit "B" attached hereto and incorporated herein ("Phase II");

WHEREAS, Grantee has acquired as of the date of recordation hereof fee title to that certain real property described in Exhibit "C" attached hereto and incorporated herein (the "Opus Property"); and

WHEREAS, Grantor desires to grant the easements described herein on, across and through the Initial Parking Easement Area and the Access Easement Area for the benefit of the Opus Property.

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor hereby grants an easement on, across, under and through the Initial Parking Easement Area for the benefit of the Opus Property for the use by Grantee and tenants and occupants of the Opus Property and their customers, invitees, licensees, employees, agents and contractors for vehicular and pedestrian ingress to and egress from the Opus Property and the Access Easement Area, for vehicular parking and for the construction, operation, repair and maintenance on such Initial Parking Easement Area of (a) a parking area containing sixty-one (61) standard vehicular parking spaces and (b) any driveways incidental to such parking

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1774-827
3

area; provided, however, Grantee shall not be obligated hereby to construct such parking area or any such driveways.

2. In the event Grantee does not acquire Phase II, Grantor may, prior to Grantee's construction of the parking area to be located within the Initial Parking Easement Area, relocate the Initial Parking Easement Area to a portion of Phase II adjacent to the Opus Property so long as (a) Grantor furnishes to Grantee four weeks' advance written notice of such relocation, which notice shall contain a site plan depicting the location of the Initial Parking Easement Area upon relocation thereof, a legal description of the relocated Initial Parking Easement Area and reasonable evidence that such relocation satisfies the conditions of this sentence and (b) such relocated Initial Parking Easement Area is of sufficient size for the construction of a parking area containing sixty-one (61) standard vehicular parking spaces, together with any driveways to be constructed in connection therewith, and is otherwise acceptable to such governmental authorities such that such relocated Initial Parking Easement Area will permit the Opus Property to comply with such parking ratios and other parking requirements. Such right of relocation may only be exercised as needed in the reasonable, good faith discretion of Grantor and so long as the conditions for such relocation contained in this paragraph are satisfied; for purposes of any subsequent exercise of such right after the first exercise thereof, if any, the previously relocated Initial Parking Easement Area shall be deemed to be the Initial Parking Easement Area for purposes of this Agreement. Upon the exercise of said right and the satisfaction of the conditions contained in the second preceding sentence, Grantor shall, at its expense, cause the recordation in the Official Records of the County Recorder of Coconino County, Arizona of an amendment to this Agreement setting forth the new location of the Initial Parking Easement Area.

3. No party other than Grantee, or its successors or assigns, may use or rely on any parking spaces constructed on the Initial Parking Easement Area for the satisfaction of any parking ratios or other parking requirements applicable to such party or any land owned by such party.

4. Grantor hereby grants an easement on, across, under and through the Access Easement Area for the benefit of the Opus Property for the use by Grantee and tenants and occupants of the Opus Property and their customers, invitees, licensees, employees, agents and contractors for vehicular and pedestrian ingress to and egress from the Opus Property and for the construction, operation, repair and maintenance of a driveway for purposes of providing such ingress and egress; provided, however, Grantee shall not be obligated hereby to construct such driveway.

5. Until such time as any portion of Phase II is developed, Grantee shall plan, construct and keep any parking area

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and any driveways constructed by Grantee on the Initial Parking Easement Area and any driveway constructed by Grantee on the Access Easement Area in good maintenance and repair. From and after the date on which any portion of Phase II is developed, the then owner(s) of Phase II shall keep any parking area and any driveways located on the Initial Parking Easement Area and any driveway constructed on the Access Easement Area in good maintenance and repair.

6. Grantee shall not suffer any mechanic's or materialman's lien on Phase II resulting from construction by Grantee, and Grantor shall not suffer any mechanic's or materialman's lien on the Initial Parking Easement Area or the Access Easement Area resulting from construction by Grantor.

7. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee, and their successors and assigns, and shall run with the land.

Page 5 of 14
11/14/2018 9:26 AM

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

GRANTOR:

VVC, INC., an Arizona corporation

By _____
James P. Previti
Its President

GRANTEE:

OPUS SOUTHWEST CORPORATION, a Minnesota corporation

By _____
Thomas W. Roberts
Its President

288381
1827-6430

1786-814
1774-830

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

GRANTOR:

VVC, INC., an Arizona corporation

By_____
Its_____

GRANTEE:

OPUS SOUTHWEST CORPORATION, a Minnesota corporation

By_____
Thomas W. Roberts
Its President

287947
2827-0433

1786-815

1774-831

STATE OF California
County of San Bernardino ss.

1st day of June, 1995, by James P. Previti, the President of VVC, INC., an Arizona corporation, on behalf of the corporation.

The foregoing instrument was acknowledged before me this

IN WITNESS WHEREOF, I hereunto have set my hand and official seal.

Notary Public

My Commission Expires:
Oct 17, 1997

ROSEMARY SPELLMAN
COMM. # 1006575
Notary Public — California
SAN BERNARDINO COUNTY
My Comm. Expires OCT 17 1997

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of June, 1995, by Thomas W. Roberts, the President of OPUS SOUTHWEST CORPORATION, a Minnesota corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto have set my hand and official seal.

Notary Public

My Commission Expires:

_____

1786-816

1774-332

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of June, 1995, by _____, the _____ of VVC, INC., an Arizona corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto have set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
County of Maricopa)

1st The foregoing instrument was acknowledged before me this ____ day of June, 1995, by Thomas W. Roberts, the President of OPUS SOUTHWEST CORPORATION, a Minnesota corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto have set my hand and official seal.

Colleen Dipaolella
Notary Public

My Commission Expires:

_____

COLLEEN DIPAOLELLA
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires March 20, 1998

1786-817

1774-833

EXHIBIT "A"

LEGAL DESCRIPTION OF PARKING EASEMENT AREA

A part of Woodlands Village Unit Three as recorded in Case 4, Map 131-A&B, Records of Coconino County, Arizona. More particularly described as follows:

Beginning at the Southwest corner of Highland Avenue right of way;

Thence, North 12°46'32" East, 400.00 feet;

Thence, South 76°50'17" east, 200.00 feet to a point on the West right-of-way line of Woodlands Village Drive;

Thence, South 13°09'43" West, along said West line, 101.32 feet to the beginning of a tangent curve having a radius of 841.00 feet, concave Southeasterly;

Thence, Southerly, along said curve, through a central angle of 18°04'20", a distance of 265.27 feet to the cusp of a curve concave Southwesterly, having a radius of 25.00 feet;

Thence, Northwesterly, along said curve, through a central angle of 86°29'29", a distance of 37.74 feet to the South line of said Highland Avenue right-of-way;

Thence, South 88°35'55" West, along said South line, 21[illegible] feet to the True Point of Beginning.

2947171827-0430

Exhibit "A"
(Page 1 of 1)

1786-818

EXHIBIT "A-1"

LEGAL DESCRIPTION OF ACCESS EASEMENT AREA

A part of Woodlands Village Unit Three as recorded in Case 4, Map 131-A&B, Records of Coconino County, Arizona. More particularly described as follows:

Beginning at the Southwest corner of Highland Avenue right of way;

Thence, North 43°29'08" West, a distance of 75.46 feet;

Thence, North 88°35'55" East, 266.24 feet to the beginning of a tangent curve having a radius of 25.00 feet, concave Northwesterly;

Thence, Northeasterly along said curve, through a central angle of 86°29'29", a distance of 37.74 feet to the cusp of a curve concave Southeasterly, having a radius of 841.00 feet, bearing South 87°54'09" East;

Thence, Southerly along said curve, through a central angle of 7°01'03", 103.00 feet to the cusp of a curve concave Southwesterly, having a radius of 25.00 feet, bearing South 85°06'36" West;

Thence, Northwesterly along said curve, through a central angle of 89°29'29", a distance of 37.74 feet;

Thence, South 88°35'55" West along the South right-of-way line, a distance of 215.66 feet to the True Point of Beginning.

29471911627-0430

Exhibit "A-1"
(Page 1 of 1)

1786-819

EXHIBIT "B"

LEGAL DESCRIPTION OF PHASE II

Lot 29 of WOODLANDS VILLAGE UNIT THREE, according to the plat of record in the office of the County Recorder of Coconino County, Arizona, recorded in Case 4, Map 131 - 136

Exhibit "B"
(Page 1 of 1)

1786-820

1774-836

EXHIBIT "C"

LEGAL DESCRIPTION OF THE OPUS PROPERTY

Lot 30 and Tract A, of WOODLANDS VILLAGE UNIT THREE, according to the plat of record in the office of the County Recorder of Coconino County, Arizona, recorded in Case 4, Map 131-13 B

1786-821

1774-837

CONSENT TO EASEMENT

As Beneficiary under that certain Deed of Trust dated April 25, 1995, and recorded April 26, 1995 in the Official Records of the County Recorder of Coconino County, Arizona in Docket 1764 at Page 155 (as it is now or may hereafter be amended, the "Deed of Trust"), and as its interest may appear, Bank One, Arizona, NA, a national banking association, for good and valuable consideration to it in hand paid, the receipt and adequacy of which are hereby acknowledged, does hereby consent to and approve the foregoing Easement Agreement by and between Opus Southwest Corporation, a Minnesota corporation, and VVC, Inc., an Arizona corporation, and does hereby agree that its rights under the Deed of Trust are subordinate to the rights granted to Opus Southwest Corporation or its successors and assigns in the Easement Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Consent to Easement to be signed this 8th day of June, 1995.

BANK ONE, ARIZONA, NA, a national banking association

By _____
Its V.P.

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 8th day of June, 1995, by Mark K. Young, the Vice President of BANK ONE, ARIZONA, NA, a national banking association, on behalf of the association.

Linda Bontreger nee Erickson
Notary Public

My Commission Expires:

OFFICIAL SEAL
LINDA ERICKSON
NOTARY PUBLIC STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires Sept. 29, 1996

1786-822

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Patrick St. Clair, Planning Development Manager
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-21: Direct to Ordinance Zoning Map Amendment, by applicant Flagstaff at 4th, LLC, of approximately 13.65 acres of real property located at 1002 N Fourth Street (APN 106-08-005J) from Medium Density Residential (MR) to Highway Commercial (HC), for purposes of a horizontal mixed-use development containing commercial retail and multi-family residential uses. The development site is located in the Resource Protection Overlay (RPO).

STAFF RECOMMENDED ACTION:

The Planning & Zoning Commission recommends the City Council, in accordance with the findings presented by staff, approve the requested Direct to Ordinance Zoning Map Amendment for Flagstaff at 4th, LLC (PZ-18-00205-03) and take the following action:

At the August 18, 2020, Council Meeting:

1. Hold the Public Hearing.
2. Read Ordinance No. 2020-21 by title only for the first time.
3. City Clerk reads Ordinance No. 2020-21 by title only (if approved above).

At the September 1, 2020, Council Meeting:

4. Read Ordinance No. 2020-21 by title only for the final time.
5. City Clerk reads Ordinance No. 2020-21 by title only (if approved above).
6. Adopt Ordinance No. 2020-21.

Executive Summary:

Direct to Ordinance Zoning Map Amendment, by applicant Flagstaff at 4th, LLC, of approximately 13.65 acres of real property located at 1002 N Fourth Street (APN 106-08-005J) from Medium Density Residential (MR) to Highway Commercial (HC), for purposes of a horizontal mixed-use development containing commercial retail and multi-family residential uses. The development site is located in the Resource Protection Overlay (RPO).

The Flagstaff Planning and Zoning Commission held one public hearing on July 8, 2020, to consider the Direct to Ordinance Zoning Map Amendment. At that hearing, the Planning and Zoning Commission voted 4-1 in favor of forwarding the application to the City Council with a recommendation of approval subject to conditions.

Financial Impact:

The Direct to Ordinance Zoning Map Amendment has no financial impact.

Policy Impact:

The Direct to Ordinance Zoning Map Amendment has no policy impact.

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

Council Goals:

- Economic Development - grow and strengthen a more equitable and resilient economy.
- Affordable Housing - Support development and increase the inventory of public and private affordable housing for renters and home-owners throughout the community.

Regional Plan:

- A complete analysis of the Regional Plan goals and policies can be found in the attached applicant narrative and in the staff report to the Planning and Zoning Commission.

CAAP Strategies and Actions:

- Transportation and Land use:
    - Strategy 2 - Prioritize, incentive, and promote transportation by biking, walking and transit
    - Strategy 3 - Support the use of clean, energy-efficient vehicles
- Public Health, Services, Facilities, and Safety:
    - Strategy 4 - Improve the resiliency of public infrastructure

Team Flagstaff Strategic Plan:

- Strategic Priority #3 - Foster a resilient and economically prosperous city.
- Strategic Priority #4 - Work in partnership to enhance a safe and livable community.

Has There Been Previous Council Decision on This:

There has not been prior Council decision on the Direct to Ordinance Zoning Map Amendment application.

Options and Alternatives:

The City Council may approve the application as proposed, approve the application with modified conditions, or deny the application.

Adoption of Ordinance 2020-21 will have the effect of approving the rezoning application, subject to conditions listed in the Ordinance.

Background/History:

The applicant proposes the development of a horizontal mixed-use project consisting of commercial retail and multi-family residential uses on the parcel. The commercial building is proposed as a 6,000 SF single-story structure situated in the southwest corner of the property at the intersection of N Fourth Street and Butler Avenue.

The residential component of the project consists of 224 multi-family residential units (288 bedrooms) within (4) four-story apartment buildings and a 4,756 SF club-house with pool and common area amenities. The (4) four-story residential buildings each contain (16) two-bedroom, (31) one-bedroom, and (9) studio units.

Key Considerations:

The subject property is designated as Future Suburban area type and is located within a Regional Suburban Activity Center (S18) place type on the Regional Plan's Future Growth Illustration, Map 22. Characteristics of a Regional Suburban Activity Center include larger, mixed-use projects located at the commercial core. Within this commercial core regional to community-wide scale commercial retail, restaurants, and residential land uses are expected as part of mixed-use development. Regional-scale activity centers should provide connected pedestrian and bicycle infrastructure across the site and to public transit stops. Regional Suburban Activity Centers also anticipate a density of 14+ units per acre (the proposal provides 16 units per acre) and public civic spaces that are place-making.

The commercial portion of the project is required to be constructed either prior to, or simultaneous with, the residential component of the development and may not at any time be separated from the existing parcel. In an effort to provide more easily convertible and physically attractive tenant spaces for lease the commercial building suites will be completed to a finish, including among other things full concrete floors, complete suite demising walls, installed HVAC units, interior and exterior lighting, electrical outlets and plumbed restrooms. The development proposes 10% of the residential units as Affordable Housing units. The project includes provisions for up to 12 on-site electric vehicle charging stations and the project proposes 190 bicycle spaces on site. Commercial finish requirements, multi-family unit mix, Affordable Housing administration, and electric vehicle and bicycle parking quantities and locations are addressed in the Project's Development Agreement.

Please note that the Ordinance includes an additional condition, condition #6, that was added to the Ordinance during the review of the Development Agreement. This condition was not included in the conditions list of the Staff Report that was reviewed by the Planning and Zoning Commission.

Community Benefits and Considerations:

The project includes 22 affordable housing units for up to 80% area median income (AMI) and will accept HUD Housing Choice Vouchers and Veterans Affairs Supportive Housing ("VASH") Vouchers. The proposed project facilitates efficient use of the current and planned improvements to commercial and transportation corridors and will be required to pay proportional fees for a permanent traffic signal at N Fourth Street and Butler Ave. The project is required to pay proportional fees for the JW Powell Improvement District transmission water main. The project contributes to the growth and stability of a number of surrounding preexisting suburban neighborhoods and provides a missing commercial use to the Regional Suburban Activity Center.The required civic spaces provide an amenity to the development and surrounding community and takes advantage of preserved existing ponderosa pines on-site.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000-feet (exceeding the minimum of 300-feet) of the site excluding rights-of-way.The applicant was required to hold two neighborhood meetings regarding this case.

The first meeting was held on October 29, 2019 at 5:30 pm at the Sinagua Middle School Auditorium. The second meeting was held on December 19, 2019 at 6:00 pm at the Flagstaff Aquaplex. The results of the meetings are included with the attached Citizen Participation Report.

As of this writing, five emails from the public have been received by staff regarding this proposed development. They are included as attachments to this report. The emails express concerns over the height of the proposed four-story apartments, the project's impact on traffic in the area, and an increase in density based on the rezoning. Comments note concern that the buildings will affect views from surrounding areas and that surrounding developments have been limited to 3-stories. Other issues raised are the availability of municipal water to support current and future developments and concern that

the City already has too many apartment units in the market or under construction.

Expanded Options and Alternatives:

- (Recommended Action): The City Council may approve the Direct to Ordinance Zoning Map Amendment Application by reading and adopting Ordinance No. 2020-21.
- The City Council may approve the Direct to Ordinance Zoning Map Amendment Application with modified conditions.
- The City Council may deny the Direct to Ordinance Zoning Map Amendment Application.

Attachments:

Ord. 2020-21
Exhibit A to Ordinance
Exhibit B to Ordinance
Staff Report
Presentation
Application
Draft Development Agreement
Area Context Map
Legal Notice
Project Narrative and FRP 2030 Analysis
Citizen Participation Plan and Reports
Site Plan Dwgs
Emails from the Public

ORDINANCE NO. 2020-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 13.65 ACRES OF REAL PROPERTY LOCATED AT 1002 NORTH FOURTH STREET ON PARCEL NUMBER 106-08-005J FROM MEDIUM DENSITY RESIDENTIAL ("MR") TO HIGHWAY COMMERCIAL (HC"), WITH CONDITIONS, AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, Flagstaff at 4th, LLC ("the Applicant"), has applied for a Direct to Ordinance Zoning Map Amendment to rezone approximately 13.65 acres of real property located at 1002 North Fourth Street on Parcel Number 106-08-005J within the City of Flagstaff, a legal description of which is provided in Exhibit "A" attached hereto and incorporated by this reference ("the Property"), from Medium Density Residential (MR) to Highway Commercial (HC) for purposes of developing a horizontal mixed-use commercial retail and multi-family residential project; and

WHEREAS, the applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between the Applicant and the City ("Agreement"), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, the Applicant conducted two (2) neighborhood meetings, the first on October 29, 2019 and the second on December 19, 2019, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Zoning Map Amendment application following proper notice and one (1) public hearing, in accordance with the City of Flagstaff Zoning Code section 10-20.50.040.H.1, on July 08, 2020 and has recommended approval of the requested Zoning Map Amendment, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the staff have recommended approval of the Direct to Ordinance Zoning Map Amendment, subject to the conditions proposed by staff, as set forth below, and the Council has considered the conditions and has found them to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The Zoning Map Amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The Zoning Map Amendment requested in the application will not be detrimental to the public interest, health, safety, convenience or welfare of the City and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from Medium Density Residential (MR) zone to the Highway Commercial (HC) zone, as depicted in Exhibit "B", attached hereto and incorporated by reference.

SECTION 6. The City is specifically relying on all assertions made by the Applicant, or the applicant's representatives or agents, whether authorized or not, made at the public hearing on the zone change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 7. That the Zoning Map Amendment be conditioned on compliance with that Development Agreement between the City of Flagstaff and the Applicant, approved by the City Council in Resolution No. 2020-50.

SECTION 8. The Zoning Map Amendment is further conditioned upon the Applicant's satisfaction of the following conditions proposed by staff and the Planning and Zoning Commission:

1. The subject property must be developed in accordance with the approved Site Plan and the conditions of approval dated December 23, 2019. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the "Development Agreement Flagstaff at 4th, LLC, LLC" must be fully satisfied.
4. The Developer's failure to obtain certificate of occupancy for the entirety of the Project within five (5) years of the effective date of the rezoning ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the Highway Commercial (HC) zoning on the Property to its former zoning classification of Medium Density Residential (MR), in accordance with Arizona Revised Statutes § 9-462.01.
5. The project shall meet the steep slope protection standards indicated in Zoning Code table 10-50.90.050A.

6. The project shall meet horizontal mixed-use requirements. A horizontal mixed-use development requires more than residential occupancy under the City's Zoning Code. By definition, a horizontal mixed-use development shall include two or more different types of uses placed next to each other on the same parcel, planned as a unit, and connected together with pedestrian and vehicular access.

SECTION 9. City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION 10. This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of September, 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachments:

Exhibit A – Legal Description of Property
Exhibit B – Amended Partial Zoning Map

Exhibit A –

Parcel Legal Description

APN 106-08-005J

Parcel Legal Description

THAT PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN ON A ALTA/ ACSM LAND TITLE SURVEY BY SHEPHARD – WESNITZER, INC. AND SEALED BY EARL G. WATTS, R.L.S # 27253, SWI JOB NO. 02194, RECORDED AS BOOK 20 OF SURVEYS, PAGE 45, COCONINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 24 BEARS SOUTH 89 DEGREES 34 MINUTES 20 SECONDS WEST, 2655.62 FEET (MEASURED AND BASIS OF BEARINGS FOR THIS DESCRIPTION);

THENCE ALONG THE NORTH-SOUTH MID-SECTION LINE, SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST, 850.64 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BUTLER AVENUE;

THENCE LEAVING THE NORTH-SOUTH MID-SECTION LINE, NORTH 65 DEGREES 23 MINUTES 57 SECONDS WEST. ALONG SAID RIGHT-OF-WAY LINE, 479.49 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;

THENCE NORTHWESTERLY AND WESTERLY, 477.92 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, ALONG SAID CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1439.00 FEET AND A CENTRAL ANGLE OF 19 DEGREES 01 MINUTES 45 SECONDS;

THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF BUTLER AVENUE, NORTH 05 DEGREES 01 MINUTES 12 SECONDS EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, 73.40 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 694.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 21 MINUTES 48 SECONDS AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 08 DEGREES 09 MINUTES 52 SECONDS WEST, 316.52 FEET;

THENCE NORTHLY, ALONG SAID CURVE, 319.33 FEET;

THENCE NORTH 21 DEGREES 20 MINUTES 45 SECONDS WEST, TANGENT TO SAID CURVE, 143.27 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 24;

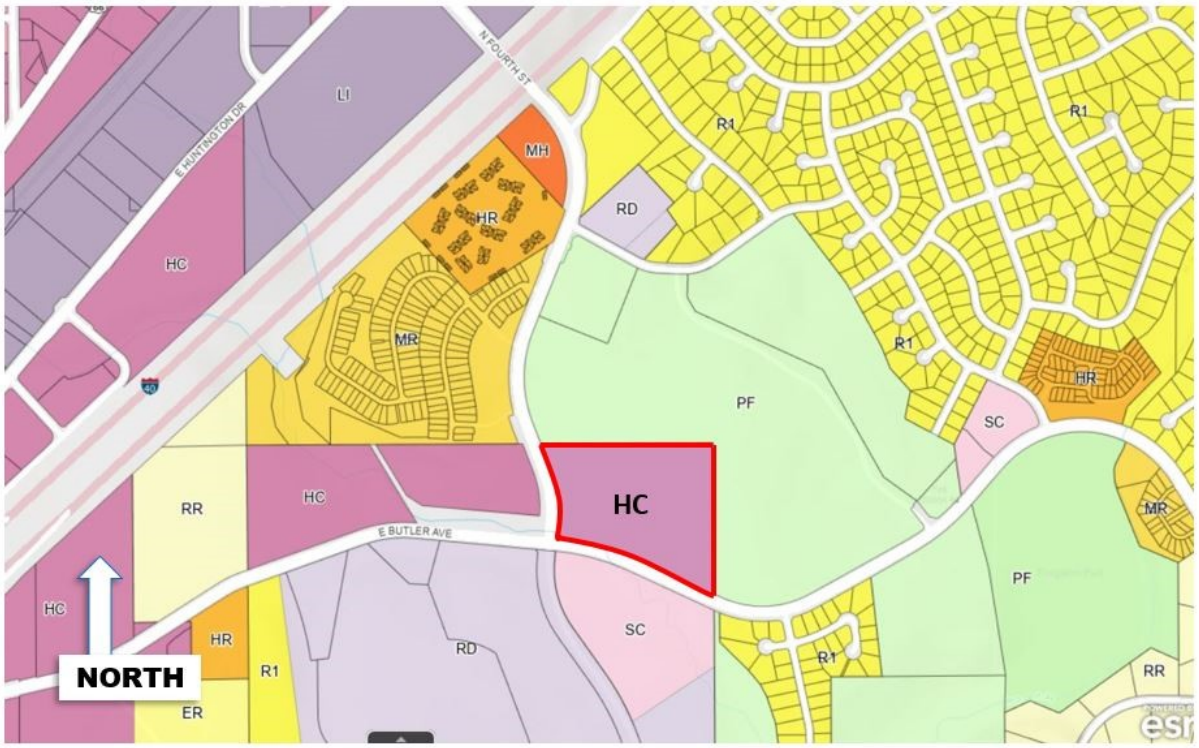
THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, NORTH 89 DEGREES 34 MINUTES 20 SECONDS EAST, ALONG SAID NORTH LINE, 978.42 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILE, FERTILIZERS OF EVERY NAME AND DESCRIPTION, AND ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE UNITED STATES, OR THE STATE OF ARIZONA, OR DECISIONS OF COURT, TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS WHETHER OR NOT OF COMMERCIAL VALUE AS RESERVED IN THE PATENT FROM THE STATE OF ARIZONA RECORDED IN DOCUMENT NO. 2004-3243206, COCONINO COUNTY RECORDS.

Exhibit B –

Amended Partial Zoning Map

Request: Zoning Map Amendment



TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Request:

Rezone parcel from

- Medium Density Residential (MR)

to

- Highway Commercial (HC)

PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-18-00205-03

DATE: **July 1, 2020**
MEETING DATE: **July 08, 2020**
REPORT BY: **Patrick St. Clair**

REQUEST:

Direct to Ordinance Zoning Map Amendment, by SRA 360, of approximately 13.65 acres located at 1002 N Fourth Street from the Medium Density Residential (MR) zone to the Highway Commercial (HC) zone. The development site is located within the Resource Protection Overlay (RPO).

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval subject to conditions indicated in the "Recommendations" section at the end of this report.

PRESENT LAND USE:
The subject property is approximately 13.65 acres of undeveloped land. The parcel is currently owned by Flagstaff @ 4th, LLC.

PROPOSED LAND USE:
The applicant proposes a horizontal mixed-use development composed of a single story 6,000 SF detached commercial retail building, (4) 62,680 SF, 4-story apartment buildings mixing studio, one and two-bedroom units (224 units total), a 4,756 SF clubhouse and leasing office with pool and grilling area. Also proposed are on-site parking, community circulation trails and civic spaces. The principle site entrance is proposed on N Fourth Street with a limited right in-right out drive located on Butler Avenue.

NEIGHBORHOOD DEVELOPMENT:
Please see the attached area context map.

North: Sinagua Middle School, zoned Public Facility (PF)
East: Sinagua Middle School, zoned Public Facility (PF)
South: Butler Avenue frontage, beyond to south- Vacant land; AZ state owned parcel zoned Suburban Commercial (SC) and Research and Development (RD).
West: North Fourth Street frontage, beyond - Pinehurst at Flagstaff Apartment complex - multi-family residential - zoned Highway Commercial (HC)

I. Project Introduction

A. Proposed Rezoning and Development Plan

The applicant, SRA360, requests rezoning of parcel APN 106-08-005J from Medium Density Residential (MR) to Highway Commercial (HC). The Highway Commercial zone is characterized by the development of commercial uses in addition to residential uses to provide diversity in housing choices. The requested rezoning would allow the development of a proposed horizontal mixed-use project consisting of commercial retail and multi-family residential uses on the parcel. The commercial portion of the project is required to be constructed either prior to, or simultaneous with, the residential component of the development and may not at any time be separated from the existing parcel. The commercial building is proposed as a 6,000 SF single story structure situated in the southwest corner of the property as near as feasible to the intersection of N Fourth Street and Butler Avenue. In an effort to provide more easily convertible and physically attractive tenant spaces for lease, the commercial building is planned to have a maximum of (4) 1,500 SF commercial suites that will be completed to a "vanilla shell" finish per the agreed requirements of the associated project Development

Agreement. Among other things, the commercial shell building shall contain, full concrete floors, complete suite demising walls, installed HVAC units, interior and exterior lighting, electrical outlets and plumbed restrooms.

The residential component of the project consists of 224 multi-family residential units within (4) four-story apartment buildings and a 4,756 SF clubhouse with pool and common area amenities. The (4) four-story residential buildings each contain (16) two-bedroom, (31) one-bedroom, and (9) studio units. The unit mix includes the following:

UNIT DESCRIPTION	NO. OF UNITS PER BLDG.	NO. OF UNITS TOTAL
Studio	9	36
1 Bed/1 Bath	31	124
2 Bed/2 Bath	16	64
TOTAL	**56**	**224**

The proposed development includes vehicular, motorcycle and bicycle parking spaces. The development also includes 10% Affordable Housing units as part of the associated project Development Agreement.

The HC zone permits a maximum building height of 60 feet. The proposed four-story residential structures will stand 55 feet to the highest point of roof for the buildings.

B. Mixed Use Standards

Section 10-40.60.260 of the Zoning Code outlines standards for Mixed-Use developments. The Regional Plan promotes the concept of a more compact development pattern for the City by mapping and describing activity centers in urban, suburban, and rural area types, and encouraging mixed-use development. Mixed use is intended to encourage reinvestment of under-utilized parcels and infill development of vacant parcels with a compatible and balanced mix of residential, commercial, and institutional uses within close proximity to each other, rather than the separation of uses. Mixed use is also encouraged in new developments in Greenfield locations. Mixed-use developments foster pedestrian-oriented residential and commercial development by providing more housing options, reducing traffic congestion, providing a stronger economy in commercial areas, and encouraging pedestrian trips. Mixed use also has the potential to provide increased opportunities for affordable housing. In order to accomplish these goals, higher intensities of land use are permitted for mixed-use structures than for the individual uses permitted in a zone.

A mixed-use development combines residential and nonresidential uses, or different types of nonresidential uses, on the same site with the residential units either located above the nonresidential uses (vertical mixed use) or allowed at ground level behind street-fronting nonresidential uses (horizontal mixed use) under the limited circumstances specified by this section. The proposed project proposed a horizontal mixed use of commercial retail and residential. This meets the requirement that a mixed-use development shall incorporate a minimum of two uses.

The proposed commercial retail space meets the minimum depth of 60 feet required of pedestrian-oriented commercial space in mixed-use developments within suburban activity centers. The requirement that outdoor lighting for commercial uses shall be appropriately shielded to limit impacts on the residential units will be confirmed with the Outdoor Lighting Permit application at the time of Building Permit. A mixed-use development proposing a commercial component shall operate between the hours from 6:00 a.m. to 10:00 p.m. to ensure that the commercial uses will not negatively impact the residential uses within the development, or any adjacent residential uses. The project also proposes that the commercial and public areas of the site will have lighting on timers that will turn off during the latest overnight hours.

The code requires that a mixed-use development shall be designed to achieve the following objectives:

1. The design shall provide for internal compatibility between the residential and nonresidential uses on the site. Pedestrian activity of the residents will be encouraged by providing interconnected access to the site's amenities (clubhouse, pocket park, pocket plaza, and commercial space) through a series of accessible sidewalks and developed on-site trails that weave through existing mature trees and forms a strong, yet natural, connection between the major functions and nodes of the project

2. Potential glare, noise, odors, traffic and other potential nuisance conditions for residents shall be minimized to allow a compatible mix of residential and nonresidential uses on the same site. The residential buildings are located away from either street frontages taking advantage of treed slopes and higher elevation to shield them from traffic, glare and noise. Commercial parking on-site is separate from residential parking and structures and civic spaces are located away from the residential structures respecting their more private character.

3. The design shall take into consideration existing and potential future uses on adjacent properties and shall include specific design features to minimize potential impacts. The site design includes all its required circulation and parking on-site. The commercial component to the site has the potential to create both economic stimulus and promote the development as a suburban activity center for the area. The proposal includes civic spaces for residents and surrounding neighborhoods. The site plan has taken into account future public improvements to street frontage along N Fourth Street and Butler Ave and for the N Fourth Street and Butler Avenue intersection planned by the city's Capital Improvements program and known as the "Butler Widening" project.

4. The design shall ensure that the residential units are of a residential character, and that appropriate privacy between residential units and other uses on the site is provided. The residential buildings are moved back, placed in the upper portion of the site, screened by trees and existing resource slopes. This places the residential buildings off the busy streets and leaves space for the multi-use features to be located where they are most needed and most accessible, by the highest volume of intended users. Clustered around the clubhouse, the residential structures are intended to provide safe and affordable homes and amenities to residents that blend natural &sustainable materials within the native terrain amid a landscape that complements the existing surrounding neighborhoods.

5. Site planning and building design shall provide for convenient pedestrian access from streets, courtyards, plazas, and walkways. Sidewalks and parkway will be added to both parcel street frontages along with a new bus stop on N Fourth Street as part of the "Butler Widening" project. Pedestrian access from these sidewalks and access from the Switzer Wash and Fourth Street Trails across the intersection will be provided as part of the N Fourth Street and Butler Avenue intersection improvements. This access all leads to a series of inter-connected site circulation sidewalks and trails leading to a pocket park, small amphitheater in a pocket plaza, the commercial building and further through the site to the residential buildings.

6. Site planning and building design shall be compatible with and enhance the adjacent and surrounding residential neighborhood in terms of building design, color, exterior materials, landscaping, lighting, roof styles, scale, and signage. Each of the building types on site, residential, commercial, and administrative, are all constructed of similar materials, in a common palette, sharing details & design elements, but each with a character unique to their own site and use. Stone veneer, wood-look siding, gabled metal roofs, and exposed wood members are all combined to exhibit an overall, unifying "theme", appropriate and responsive to the well-established traditional and historic context of Flagstaff. A suburban-scaled commercial building and civic spaces will provided residents and surrounding neighborhoods with a source of convenience and activity, adding amenities that cater to the existing neighborhood infrastructure, while placing the taller residential buildings in the less forested and gently sloped northeastern portion of the

property where residents can engaging the natural beauty of the site and its surroundings. At each of the site's two entry points, a monumental sign will be located, to mark the project's presence off the major thoroughfares of N Fourth Street and of Butler Avenue and to draw the community within. A Permanent Sign Permit application will be reviewed for compliance at the time of Building Permit submittal.

There is no density limitation established for residential uses in mixed-use developments. Instead, applicable building height, parking, landscaping, etc., standards will apply to provide a control on the bulk and mass of the development and the number of residential units permitted.

Refuse and recycling areas for the collection and storage of refuse and recyclable materials shall be located on the site in locations that are convenient for both the residential and nonresidential uses. Waste will be collected and retained on-site within enclosures designed of materials integrated with the design aesthetic of the site. A single enclosure will be dedicated to collecting waste at the commercial building with space for additional rolling recycling containers for the commercial suites. Four double bin trash enclosures located nearby the residential buildings will be sized to accommodate both trash and recycling equally within each.

Mixed-use development shall be designed to provide residential uses with common or private open space, which may be in the form of roof gardens, individual balconies, or other means as approved by the Director. As shown in the building floor plans, each residential unit is provided a private exterior patio or deck. Other common open space on site for residents include the clubhouse, pool and grilling area, and along the eastern parcel line is a dog park.

II. Staff Site Plan Review

On December 23, 2019, the Inter-Department Staff (IDS) approved an application for Site Plan Review of the proposed development subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning). A copy of the application is attached to this report.

A. Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 13.65 acres will be rezoned to the Highway Commercial (HC) zone. Development of the site will be conditioned to the approved site plan and a final Development Agreement. Any substantial change to the approved site plan would require a new rezoning request and further review and approvals by the Planning and Zoning Commission and City Council. The Site Plan provided includes preliminary grading plans, preliminary utility plan, resource protection plans, architectural site and amenity plans, residential and commercial building floor plans and elevations, exterior lighting plan, and preliminary landscaping plan.

i. Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code a site analysis was completed in conjunction with the concept plan for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. Located at 1002 N Fourth Street, the northeast corner of the intersection of N Fourth Street and Butler Avenue, the site slopes generally upward and away from the lower southwest corner of the parcel nearest the intersection to the higher northeast corner of the parcel. Potential views on the sloped site are southeast toward the Mogollon Rim and from the northeastern corner of the site north toward the San Francisco Peaks. The horizontal-mixed use development places the commercial building as close as feasible to the intersection of N Fourth Street and Butler Avenue to address building forward site design requirements. Due to the existence of the 100-year flood plain crossing at this corner of the site, the building cannot be located directly at the frontage, so pedestrian and bicycle connections are included from public sidewalks to the commercial building and adjacent civic spaces. Vehicular access to the site from N Fourth Street and Butler Avenue lead initially to the commercial/civic parking area and then on to residential parking areas.

Making use of the sloping site topography, the residential buildings are placed on the northeastern portion of the parcel, pulled back away from the intersection and commercial/civic areas of the site. This design utilizes the existing treed slopes as open natural separation between a high activity commercial center and the residential area of the site. Yet, a fully accessible sidewalk along with foot and bicycle trails across the site serve to activate that open space as an essential connection between the two land uses.

The commercial and residential structures themselves are set parallel with site topography. This minimizes foundation walls by reducing large grade changes. Retaining walls on site have been minimized in number and are to be built of split face CMU so they shall blend with the natural features of the site. The proposed on-site drives and parking areas meet required Engineering and Fire Department slopes and cross grades. On-site vegetated swales will be used along the proposed access drives to direct water away from the roadways and buildings and to maintain a natural feeling to the site. The proposal also includes a potential cross-access easement along the eastern parcel line with the neighboring school to provide a secondary emergency access to the development. This access is not a requirement from the Fire Department.

ii. Resource Protection

There is a Resource Protection Overlay zone on the subject site. The prime resource to protect under the Resource Protection Overlay zone is rural and urban floodplain. The property owner has agreed, per the approved Site Plan documents, to deed to the city the on-site portion of the flood plain. This dedication will remove hinderances to maintenance of the floodplain at that location at the requests of the Stormwater division.

There are steep slopes running east to west across the site that must be protected. The Zoning Code requires 70% of the 17-24.99% slope area to be protected. The proposed development protects 70% of these slope resources. Slopes 25-34.99% are required to be saved at an 80% rate and the proposed development protects 86% of these slopes. Slopes greater than 35% are not allowed to be disturbed and the proposal complies with this requirement.

The Zoning Code requires 30% of the tree resources on a commercially zoned site to be saved. If the rezoning to the requested Highway Commercial (HC) zone is approved, the proposal complies with the tree resource protection requirements of that zone. The Resource Protection Plans show a tree resource protection rate of 35%.

iii. Civic Space

Section 10-30.60.060.B.1.b of the Zoning Code requires developments with 50 or more dwelling units to provide a minimum of 5% of the site as Civic Space. This space must be accessible to the general public. A total of 29,730 square feet of civic space is required for this project. The site plan identifies a total of 37,670 square feet of civic space within the development (6.3% of the site area). Divided into two adjacent locations on the west of the site, the civic spaces proposed are a pocket park with a walking path and benches, and a pocket plaza constructed as an amphitheater set within the naturally sloping landscape. Together these civic spaces encourage passive and active recreational and entertainment use of the site along the western edge of the parcel. This places the civic spaces near the commercial building and the most active portion of the site, adjacent to N Fourth Street. The remainder of the parcel that is undeveloped is intended to be left in a natural state, excepting pedestrian and bicycle connections across the parcel.

iv. Pedestrian and Bicycle Circulation Systems

The applicant will be contributing funds for the parcel frontage improvements along both N Fourth Street and Butler Avenue. The city will construct the improvements as a part of the “Butler Widening” project through the Capital Improvements program. Fourth Street roadway improvements will take the existing 5 lane cross section from approximately Sparrow Avenue down to the Butler Avenue intersection. The new cross section will include 4 travel lanes, 2 bike lanes, a 6’ sidewalk on the East side and a 10’ FUTS on the

West side, roadway lighting, medians where cross street access allows and bus pullouts. For Butler Avenue the improvements will start at the South near the intersection of Sinagua Heights and continue to Little America. The improvements on Butler include 4 travel lanes, medians where they fit, bike lanes (protected bike lanes are being discussed) an improved and raised intersection at Fourth Street that will include crosswalks (primarily for stormwater conveyance under the roadway and to alleviate Fourth Street slopes), a new roundabout controlled intersection at Herold Ranch Road, roadway lighting, bus pullouts and continuous and full length 6' sidewalks on both sides of the road. This street frontage will be accessed by pedestrian connections from the site to the public sidewalks, FUTS and bus stops intended as part of the Capital Improvement project.

On site and connected to the above-mentioned public improvements planned as part of the "Butler Widening" project, the applicant has proposed accessible sidewalks and other more natural trails connecting the buildings, civic spaces and parking areas to each other. The commercial and residential buildings will provide exterior public bicycle racks, but in addition, each residential building will also provide secured and enclosed bicycle racks for residents. The applicant has worked with the requests of the adjacent school staff to create a pedestrian connection between the school parcel and the proposed development in order to provide convenient connection between the school and athletic fields and the proposed development for future students or staff and their families.

v. Compatibility and Architectural Design Standards

Compatibility does not mean "the same as" but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development include streetscapes, site relationships, signage, and landscape features. Due to the nature of the topography at the corner of N Fourth Street and Butler Ave and owing to the existence of a floodway across this corner of the site, the applicant has placed the commercial building as close to the existing N Fourth Street and Butler Ave frontages as feasible. From the commercial building, the development continues northeast up the hillside with the residential buildings oriented such that they sit within the existing topography, providing the least intrusive placement possible considering the limited low slope terrain on site. Signage is described to emulate the architectural aesthetics of the structures.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The development places the proposed structures on the flattest portions of the site and orients the structures such that they minimize their impact on the hillside topography while using existing mature ponderosa pine tree resources to shield the residential structures from view of other surrounding development. The residential structures and clubhouse propose pitched roofs, cantilevered projections, exposed wood bracketry and symmetrical elevations akin to traditional surrounding suburban construction and architectural composition. The commercial building presents asymmetrical elevations, and varying height parapet and pitched roofs to distinguish suite entries that also compliments its setting. These differences and similarities between commercial and residential appearance indicate consideration within the design concept for the development that is proportionate in size and character to the site, surrounding neighborhoods, the greater community and regional plan Activity Center distinction.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. As further discussed in the Community Character review under the Regional Plan, the building exteriors are in a style compatible with the Flagstaff area, and they harken to and enhance the appearance of suburban development in the community. The commercial and residential buildings all express four-sided architecture and exterior colors and finishes will complement the natural surroundings utilizing traditional architectural materials such as lapped siding, stone veneer, and metal roofing. The residential and

commercial buildings use many of the same finishes to clad forms appropriate to their different uses. This develops individual identity between site uses but expresses similar patterns of development across the site. The preservation of native pines in and around the buildings adds to the quintessential natural Flagstaff look.

vi. Landscaping

Landscaping plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The applicant provided a conceptual landscaping plan, showing all landscape areas and tree locations. The conceptual plan generally meets the requirements of parking lot landscaping, street buffer landscaping, building foundation, peripheral buffer landscaping and native seeding or retention of native state for unused areas of the site found within Section 10-50.60 of the Zoning Code. A final Landscape Plan will be reviewed for compliance and approval at the time of Civil Set Permit submittal.

vii. Outdoor Lighting

Outdoor lighting plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The developer provided a conceptual outdoor lighting plan. The subject property is located within Lighting Zone III and is allowed a total of 100,000 lumens per acre. A final Outdoor Lighting Permit application will be reviewed for compliance at the time of Building Permit submittal.

viii. Parking

As a mixed-use project, the development is required to meet the parking requirements of each proposed land use, specifically, commercial retail and market rate multifamily housing. The applicant has elected to not utilize any parking reductions relating to the Affordable Housing component of the proposal. Based on the proposed uses, the project is required to provide a total of 395 parking spaces as seen in the calculations below.

Required Parking Calculations:		
Commercial parking spaces (1 per 300 SF): 6,000 SF /300 SF =		20 spaces
Residential parking spaces - Multi-family:	2 bedrm units: 2.0 spaces x 64 units =	128 spaces
	1 bedrm units: 1.5 spaces x 124 units =	186 spaces
	Studio units: 1.25 spaces x 36 units =	45 spaces
	Guest spaces: 0.25 spaces x 64 units =	16 spaces
	Total Required	**395 spaces**

The development will be located within a quarter mile of a bus stop included as part of the Capital Improvements intersection "Butler Widening" project. Due to this proximity, the applicant has been allowed a 10% reduction in the number of required parking spaces per code section 10-50.80.060.A. The Zoning Code also allows a reduction in standard parking spaces by providing bicycle spaces. Code section 10-50.80.060.F states that a reduction of one required motor vehicle parking space for each four bicycle parking spaces provided is allowed to a maximum of five percent of the required motor vehicle parking spaces. Section 10-50.80.060.E of the zoning code also allows the number of parking spaces required for a new development may be reduced up to five percent if existing native trees such as ponderosa pine trees are located within parking areas and these trees are required to be preserved. Adequate measures must be taken during construction to ensure that these trees are protected from construction activity. The three proposed reductions equate to an overall 20% reduction in on-site parking requirements.

Parking Reductions:	
Transit (10% reduction)	-39.5 spaces
Bicycle Parking (5% reduction)	-19.75 spaces
Tree Resource (5% reduction)	-19.75 spaces
Total Reduction 20%	**-79 spaces**

After computing the allowed reductions, the project is to provide 316 on-site parking spaces.

Total Parking Required After Reduction: 316 spaces

The Zoning Code also permits a reduction in the number of standard parking spaces with the inclusion of motorcycle parking. Code section 10-50.80.060.G states that a reduction of one parking space for multifamily residential and nonresidential uses may be allowed if one motorcycle parking space for every 25 required motor vehicle spaces is provided, subject to the following standards: 1) Each motorcycle space shall be easily accessible and have adequate space for a standard-size motorcycle, i.e., a minimum dimension of four feet by nine feet, and 2) Motorcycle parking areas shall be clearly identified with appropriate striping. The proposed development may provide up to 16 motorcycle parking based on the calculation shown below. In addition, the applicant provides two additional spaces near the commercial portion of the development. These two additional parking spaces may not be counted towards the required number of parking spaces.

Motorcycle parking spaces: 395 required standard spaces /25 = 16 motorcycle spaces -

Based on the proposed uses and reductions, the project provides a total of 329 parking spaces as seen in the calculations below.

Provided Parking:

Commercial parking spaces: (16 spaces min. required)	23 standard spaces and 2 motorcycle spaces
Residential parking spaces: (300 spaces min. required)	288 standard spaces and 16 motorcycle spaces = 304 total spaces

In addition to vehicle parking, the zoning code requires bicycle parking per code section 10-50.80.050, which states that two bicycle parking spaces, or five percent of required off-street parking spaces, whichever is greater, are required for all uses other than single-family residential uses.

Required Bicycle Parking:

Commercial:	20 standard spaces x 0.05 = 1 < 2	2 bicycle spaces, 6 bicycle spaces proposed
Residential:	375 standard spaces x 0.05 = 18.75	19 bicycle spaces, 24 bicycle spaces proposed

In addition to the required outdoor bicycle parking, the applicant is proposing to include secure indoor bicycle storage racks available to residents at each apartment building. Each apartment building will supply (20) of such bicycle storage lockers, each with a (2) bicycle capacity. Therefore, each building will provide a total of (40) indoor spaces for a total of 160 additional bicycle spaces for resident use.

ix. Historic/Cultural Resources

A Cultural Resource Letter Report was completed for the subject property on March 25, 2019. The report states that no archaeological or historic resources were observed on the property and that there are no expected impacts to historic properties or significant cultural resources from the proposed undertaking. The recommendations of the report are that there are no expected impacts to historic properties or significant cultural resources from the proposed undertaking and that the proposed project proceed with no further cultural resource work. The report was reviewed and approved by staff under Heritage Preservation case number PZ-19-00071 on April 17, 2019.

B. Public Systems Impact Analysis

i. Traffic/Right-of-Way Impact

A Traffic Impact Analysis was performed for this project and completed October 29, 2019. The study area included the intersections of N Fourth St at Sparrow, Soliere, and Huntington/Industrial. The analysis determined that the proposed development will have a relatively low impact on the adjacent facilities. The analysis shows that the resultant increase in the peak hour volumes, will not degrade the levels-of-service beyond the background level in 2020 opening year. There will be a minor increase in intersection delays as a result of the additional volumes as illustrated in the analysis. The analysis also looked at the both access driveways and determined that a northbound right turn auxiliary lane is required at the access driveway on N Fourth Street; the recommended storage length is 100' plus applicable deceleration taper. Additionally, construction of a southbound left turn lane on N. Fourth Street at the access driveway is required. Due to the proximity of the other driveways in the area, this turn lane will be "2-way center left turn" type. A significant portion of the required pavement already exists so minimal widening is required.

In lieu of constructing the required frontage improvements (curb, gutter, sidewalk, and additional pavement) along the development frontages N Fourth Street and Butler Avenue, the developer is required to pay the estimated cost of these improvements to the City. The cost of these improvements and timing of payments are addressed on the project's Development Agreement. The estimate cost shall also include the cost of the right turn lane. The City will use the funds for the "Butler Widening" project that will widen Butler from Sinagua Heights to Little America and Fourth St. across the entire frontage of this development. This project is scheduled for design phase in Spring 2021 with construction funding allocated in FY 22 – 25.

The TIA was further used to determine a proportional share cost from this development for constructing a permanent traffic signal at N Fourth Street and Butler Avenue as the existing signal is only a temporary signal. The cost of the improvements, including the project's proportional share of the proposed stop light and timing of payments at N Fourth Street and Butler Avenue is established within the Development Agreement for the project.

ii. Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed by the City on November 30, 2018. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. No off-site water or sewer improvements will be required. However, the target parcel is required to pay a proportional share of the John Wesley Powell Improvement District Waterline Concept Estimate, per Engineering program Capital Improvements memorandum dated May 24, 2016, and addressed in the project Development Agreement. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

Water

There is an existing 12" water line in a public utility easement along the Fourth Street frontage, an existing 18" water line in a public utility easement along Butler Ave frontage and an 8" water line within a public utility easement on the adjacent eastward parcel. The developer plans to loop new 8" water lines across the site in a shared public utility easement with sewer lines below parking areas and site driveways from each residential structure, the club house and the commercial structure to these existing water lines. Extending waterlines in the right-of-way shall be done according to City of Flagstaff Standards.

Wastewater

There is an existing 8" sewer line within the Fourth Street Right of Way along the western edge of the parcel. The developer plans to extend new 8" sewer lines across the site in a shared public utility easement with

water lines below parking areas and site driveways. The commercial structure will connect to the existing 8" sewer line further south on Fourth St, avoiding encroachment on the FEMA floodplain. Tapping the sewer line in the easement and constructing the sewer in the right-of-way shall be done according to City of Flagstaff Standards.

iii. Stormwater Analysis

The project's overarching drainage concept is to provide peak flow stormwater discharge mitigation (detention), partial stormwater runoff volume mitigation (LID ROCV) and improvement to the water quality of site discharges (LID) and onsite stormwater conveyance improvements. Development of the site will meet the peak flow mitigation, total volume mitigation and water quality requirements using surface water storage systems classified as extended detention basins (EDB), which consist of a detention and a retention storage capacity as well as filtration components. As part of the rezoning request a Drainage Impact Analysis (DIA) is required. The approved DIA was prepared by Larson Engineering, Inc. and is dated September 17, 2019. The intent is to determine any potential adverse downstream drainage impacts and to identify mitigation options. The project is providing on-site volume mitigation required by the DIA to remove any volumetric increases in stormwater runoff from the site. The total volume of stormwater runoff discharged from the site will be mitigated by the retention volume provided within the aforementioned EDB's. Water quality improvements consisting of sediment capture components will be incorporated with the use of Low Impact Development (LID) Integrated Management Practices (IMPs) including sediment traps at inlets to any surface storage systems, and filtration system located within the EBDs. The project will provide the attenuation required to reduce the post development peak runoff to the pre-development rates for the 10-year and 100-year storms.

Per these requirements the developer will mitigate the potential for downstream impacts. Based on the proposed site mitigation measures, the project will not have any additional impacts to the downstream drainage conditions.

III. Direct to Ordinance Zoning Map Amendment

An application for a Direct to Ordinance Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and, whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Direct to Ordinance Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan

provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for the density, intensities, and mix of uses within the area types.

Staff has identified that the subject property is designated as Future Suburban area type and is located within a Regional Suburban Activity Center (S18) place type on the Plan's Future Growth Illustration, Map 22. Characteristics of a Regional Suburban Activity Center include larger, mixed-use projects located at the commercial core of the activity center with access of large residential developments. Within this commercial core regional to community-wide scale commercial retail, restaurants, and residential land uses are expected as part of mixed-use development. Regional scale activity centers should provide connected pedestrian and bicycle infrastructure across the site and to public transit stops. Rural Suburban Activity centers also anticipate a density of 14+ units per acre (the proposal provides 16 units per acre) and public civic spaces that are place-making. Rezoning the parcel to Highway Commercial (HC) and stipulating that rezoning on the proposed Site Plan will introduce just such a mixed-use development into the commercial core of this Regional Activity Center.

ii. <u>Applicable General Plan Goals and Policies</u>

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. These goals and policies are located within the applicant's narrative. The following is a discussion of how the project generally meets or conflicts with goals and policies in each chapter. Staff believes that the proposal is consistent with the goals and policies of the Flagstaff Regional Plan 2030.

a. Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

Policy E&C.2.1. encourages the reduction of all energy consumption, especially fossil-fuel generated energy, and all the proposed apartment units will be furnished with high efficiency electric appliances, avoiding the average higher cost of natural gas and reducing emissions from the burning of natural gas for heating. Other energy reduction methods such as low-flush toilets, high efficiency dish & clothes washers, energy efficient lighting and water conserving sink faucets & shower heads will be installed to actively reduce water and energy usage throughout the entire project. Water demand will be further reduced by using landscaping only native to the region, addressing Policy E&C 6.8, without the need for an installed irrigation system to grow, sustain and thrive. Policy E&C.9.2. instructs construction projects to employ strategies to minimize disturbed area, soil compaction, soil erosion, and destruction of vegetation. Re-zoning of this parcel would allow the apartment buildings to be taller and disturb less of the slopes on the site. This higher site efficiency will yield more open space for nature trails, protecting soils, leaving native wildlife habitats and vegetation unaltered and not disturbing more natural areas. The commercial and public areas of the site will have lighting on timers that will turn off during the latest overnight hours in line with Goal E&C.5. to preserve dark skies as an unspoiled natural resource and core element of community character.

b. Open Space (Natural Resources and Open Space, Open Space Planning, Applying an Open Space Plan)

Policy OS.1.5 encourages the integration of open space qualities into the built environment. The development includes meandering trails with benches within a pocket park, connecting to a central pathway though the undisturbed forested areas at the center of the parcel, opening towards other existing trails within Flagstaff's developed interconnected system (FUTS). The existing landscape will serve to buffer these natural amenities from the apartment buildings higher up and further back on the parcel addressing aspects of Policy OS.1.4 to use open space to interact with and enjoy nature. This will also screen the taller buildings and make the commercial and public spaces more natural and inviting. Staff has therefore concluded that the rezoning will increase the quality of the open space provided to the general public and commercial customers of the

site. The proposed rezoning to Highway Commercial (HC) zone allows for a mixed-use project design incorporating open spaces intended for use by members of the entire community.

c. Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)

Part of the site sits within the 100-year flood plan, which will be deeded to the City for continued improvement and long-term maintenance. Policy WR5.1 seeks such protections for existing natural watercourse corridors. In an effort to meet Goal WR.5 to manage watersheds and stormwater and water quality, environmental protections, The landscape concept for the development aims to support the City's long-term goals to encourage low-impact design principles and responsible development through the use of native and regionally-adapted plant materials, passive water harvesting techniques, preservation of natural vegetation and slope areas, and the engagement of public spaces and nature. The project went through several iterations early in the design process to ensure that the access points and buildings minimized their impacts to the drainages and the steep slopes to address staff comments for protection of the water courses. The final design reflects the incorporation of staff comments on this topic from the Current Planning staff and Stormwater Division. Additionally, to improve the quality and reduce the need for additional water utility demand, all the structure's grading divert water away and into the landscaped areas to create a passive rainwater system.

d. Efficient Use of Energy Goals and Policies

The Regional Plan Policy E.1.4 promotes cost-effective, energy-efficient technologies and design in all new buildings for residential construction. The project proposes using smart and green building practices throughout, high efficiency all electric appliances and equipment to promote cost-effective energy usage. This contributes to the project's commitment to using the most energy efficient practices during the life-cycle of the building. Regarding Policy E1.5 which promotes energy efficient modes of transportation, the project includes proposed resident bicycle storage areas, an electric vehicle charging station and infrastructure for future charging expansion, and provides connection to on and off-site pedestrian, bicycle, and public transit access. Also, the adopted Building Code requires that new commercial and residential structures be designed and constructed as "solar ready", meaning that they include determination of location for and electrical infrastructure to include solar systems at a later date.

e. Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

Pursuing Policy CC1.2 and CC.3 initiatives, the site's proposed arrangement will encourage visits to the public and commercial areas of the site from the surrounding neighborhood residents via bus, bicycle, or by walking through the City's established sidewalk or FUTS pathways. The commercial center is planned to be as close as the drainage pattern on the site allows to the busier intersection of N Fourth Street and Butler Avenue, while the residential buildings are moved back, closer to the adjacent school and athletic fields, removed from the vehicle traffic of the intersection. Remaining spaces are left open and in their mostly natural state. The proposal incorporates Goal CC.4.3 by locating the mixed-use development in the commercial core of the activity center where most needed and most accessible by the highest volume of intended users. In accordance with Policy CC3.2, all buildings will use materials common in appearance to those traditionally used in Flagstaff, at a scale proportional to the buildings themselves and to the context of the surrounding neighborhood. Exposed timber trusses and wood brackets recessed under cross gabled metal seam roofs follow the traditional forms found in the historic homes within Flagstaff. The proposed civic spaces, address Policy CC5.3 encourages integration of public art into development and via the proposed amphitheater, public art and performances would be encouraged and the space activated. The amphitheater adds a placemaking element to the activity center. The closest civic space of similar size and use is more than ½ mile away. This site will therefore expand the availability of civic space to a new area.

f. Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The proposed parcel is in a Suburban Activity Center, envisioned to be a node of denser, mixed-use activities: housing, commercial buildings, parks, and civic spaces grouped at connected points spaced throughout Flagstaff. Classified as a "Regional scale" activity center, this area is encouraged toward higher-density projects to support and fulfill goals such as LU.1 and LU3.1 to invest in existing neighborhoods and activity centers for purposes of developing complete and connected places. Currently on the project's corner is an undeveloped forested space, with residential housing, a school, athletic fields and more undeveloped land adjacent to it, none of which actively rounds out the character of a regional scale suburban activity center. The project seeks to develop some of the future activity center elements, while addressing the transition of scale and character with the existing neighborhood context, aligning with Policy LU.6.3 to encourage mixed-use neighborhoods in appropriate locations. The project is located just over (3) miles away from downtown, and less than a mile from other commercial activities developing along historic Route 66, near to Foxglenn Park, and the Flagstaff Aquaplex recreation center; all reachable by public bus, walking or by bicycle along existing sidewalks and FUTS trail. At the request of the school superintendent, there will be a direct connection from the development to Sinagua Middle School for students and staff to use if they live there. This exemplifies the prioritization of walking, biking and driving connectivity emphasized in Policy LU.13.1 with surrounding neighborhoods. It will also create a safer and more direct route to and from the school. The goal of this in-fill project is to provide quality, affordable housing for a variety of residents and their families, set within a connected series of spaces for activity, business growth, employment, entertainment and the enjoyment of nature. The mixed-use project looks to Policies such as LU18.6 and LU18.7 as indicators supporting location of commercial space at the heart of the activity center with increased density. With a mix of housing options, commercial services, accessibility of nearby employment opportunities, developed civic space, and open natural spaces this project seeks to provide a variety of scales and uses. This concept is in-line with Policy LU.18.9 to appropriately plan activity centers to their prospective regional or neighborhood scale. Additionally, the proposed affordable housing units addresses Policy LU.18.4 to provide activity centers with various price points in multi-family housing.

g. Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)

Existing plans for upgrades to the 4th Street and Butler Avenue intersection are being accommodated in the proposed design for access to and from this project, and through a development agreement, part of the associated costs will come from the project's developers. The site is located along the permanent transit network for the Flagstaff NAIPTA bus system. The developers are working with the public bus service to add a new bus stop as part of the project site or within 1/4 mile of the development. These contributions are consistent with Goals T3.3 and T.7 regarding development of land uses that enhance and protect the quality of the activity center and enhance alternative transportation means across the city. The project's location is ideal for bicycle enthusiasts, as it is amid and connected to Flagstaff's established & interconnected system of paths and walks. In addition to bicycle racks located adjacent to each of the buildings in the development, residents have access to fully enclosed & secure bicycle lockers, (20) located at each apartment building, with a capacity for (2) bicycles each, far exceeding minimum's required by city codes, an aspect of the project on point with Policy T.6.4. which encourages bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels. Walkable on-site paths and trails connections to the pocket park, pocket plaza and amphitheater, and commercial building, before connecting to the existing walks along Butler Avenue and N Fourth Streets. The system of trails allows for persons to traverse the entire length of the site, to points close to and convenient to existing FUTS trails to the north and south addressing desires of Goal T.5 to increase pedestrian infrastructure as an element of a safe and livable community. Impacts of the project's future residents on the existing local traffic patterns have been studied and complied into a comprehensive and approved Traffic Impact Analysis as requested in Policy T.11.1.

h. Cost of Development

Goal CD.1 seeks among other things, enhancements of existing infrastructure and Policy CD.1.5 requires that development pay for a fair and rough proportional share of public infrastructure. A Development Agreement for the project will establish such proportional shares and infrastructure upgrades assessed to the parcel for utility and traffic infrastructure improvements. See section IV below for further information.

j. Neighborhoods, Housing, and Urban Conservation

In line with policy NH1.3 rezoning the parcel allows for the mixed-use aspects of this development to round out and fill in with the needed activities, services and natural open spaces that define a suburban activity zone for the entire neighborhood. The proposal provides a mix of higher density development to bring increased levels of diverse activity into the neighborhood. A portion of the units will be made available to lower-income residents, consistent with Policy NH3.5 and features such as central elevators in each apartment building address PolicyNH4.3 with a forward-thinking design which will allow for any unit in the residential buildings to be fitted for persons with disabilities. Though frontage improvements will be a part of the City's Capital improvements project, the development has designed (accessible) sidewalk paths connecting each of the buildings and clubhouse throughout the site to other activity areas of the bus stop, city sidewalks, the commercial building, the pocket park and the amphitheater in effort to comply with Policy NH1.3 to interconnect existing and new neighborhoods with complete streets, sidewalks and trails. Following the intentions of Goal NH.1 to foster and maintain healthy and diverse suburban neighborhoods, the project uses modern and durable exterior materials that mimic wood siding and rough-cut stone within traditional forms and details common to Flagstaff and the region.

k. Economic Development

The Project's contribution to the Suburban Activity Center and development of vacant parcel are discussed above. The project helps achieve Goal ED.8: to promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers. The target market for the residential buildings are working individuals and families, within, or seeking to join, the Flagstaff community. The commercial building will pursue tenants appropriate for the surrounding residential neighborhoods.

l. Non-Conformance to Regional Goals and Policies

The proposal does not conform to Goal LU.13 and Policy LU.13.7 from Growth Areas and Land Use chapter 9 to develop employment uses in activity centers. While the development will bring some employment opportunities to the activity center, for the permanent on-site office and maintenance staff and for the commercial properties, the parcel will not be developed as an employment center. The proposal does not include an active rainwater harvesting system as referenced in Goal WR.3 and Policy WR.3.4 opting instead to rely on a landscape design strategy utilizing only drought-resistant native plant species to place a zero demand on the water supply of the site. As well, regarding Energy Goal E.2 and Policy E.2.4, The applicant has elected not to include solar energy production at this time but per the Building Code requirements, all buildings will be constructed and wired to accommodate future solar projects.

B. <u>Finding #2</u>

To meet the finding the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and will add to the public good as described in the General Plan.

The applicant identifies this project as a horizontal mixed-use development including commercial retail building and multi-family housing. Along with committing to providing 10% Affordable Housing units, the proposal provides intensified density, supports community interaction, conserves site resources and provides commercial opportunity; all in keeping with an indicated Suburban Activity Center. The proposed project facilitates efficient use of the current

commercial and transportation corridors and contributes to the stability of an active and growing suburban neighborhood. The required civic space also provides passive and active recreation and entertainment in keeping with the surrounding community. The proposal offers increased density to meet the Regional scale designation of the Activity Center while providing new and appropriately scaled commercial and civic uses to serve the surrounding suburban neighborhoods.

C. Finding #3

To meet the finding the affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site. Any potential impacts were mitigated by the applicant and cash-in-lieu payments are being made as a proportional contribution to the area's public improvements.

IV. DEVELOPMENT AGREEMENT

A draft development agreement has been prepared and continues to be negotiated throughout the review of this project. The primary purpose of this agreement is to set out roles and responsibilities in regard to the administration of the Affordable Housing units, in-lieu costs for frontage improvements, a proportional share of the new N Fourth Street/ Butler Avenue intersection stop light, proportional fees associated with JW Powell Improvement District secondary water source estimated costs, and clarifying the developer's requirements regarding the degree of interior finish and MP&E completion for the commercial building (vanilla shell, as defined in the agreement).

V. CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way.

The applicant held two neighborhood meetings regarding this case.

The first meeting was held on October 29, 2019 at 5:30 pm. The meeting was held at the Sinagua Middle School Auditorium, located at 3950 East Butler Avenue in Flagstaff. Per the sign-in sheets, eight (8) individuals attended the meeting. A Neighborhood Meeting Report, attached, was prepared in response to the questions, comments and concerns presented. The meeting began with an introduction of the proposed development by the Applicant, with an overview of the development's components and design. In an open question and answer style interaction, the Applicant encouraged attendees' questions or comments regarding of any comments or concerns about the proposed development, which were then discussed with the group. Comment/contact cards were also made available and copies are included with the Neighborhood Meeting Report.

In general, the major themes of questions asked at the neighborhood meetings include the overall height of the proposed residential buildings, the additional traffic that an increase in density would yield, and questions concerning timing of the proposed construction and the city's redevelopment of the existing roadways. In response to the height issue the developer indicated that the proposed structures are no taller than existing trees that will remain in site and therefore would block no more view than the existing landscape. Traffic issues, via the Traffic Impact Study have been addressed regarding potential impacts and increases to traffic from the proposal. The developer has agreed to

pay in-lieu fees for the frontage improvements and they will be included as part of the city's infrastructure redevelopment. Fee payments shall be made prior to the issuance of any construction permits. Another topic questioned was the intended target market for the commercial structure and the apartments. The developer replied that at the time of the meeting the commercial space did not have any prospective tenants, and that the apartments are intended for "workforce" housing, such as visiting professors and medical professionals, not student housing as referenced by meeting attendees.

The second meeting was held on December 19, 2019 at 6:00pm. The meeting was held at the Flagstaff Aquaplex, located at 1702 North Fourth Street in Flagstaff. Per the sign-in sheets, two (2) individuals attended the meeting. A Neighborhood Meeting Report, attached, was prepared in response to the questions, comments and concerns presented. The meeting was conducted in the same manner as the first meeting.

Four emails from the public have been received regarding this proposed development as of the writing of this report. They are included as attachments to this report. The emails express concerns over the height of the proposed four-story apartments, the project's impact on traffic in the area, and an increase in density based on the rezoning. Comments note concern that the buildings will affect views from surrounding areas and that surrounding developments have been limited to 3-stories. The emails argue that the development will contribute negatively to perceived heavy traffic in the area and at the intersection.

RECOMMENDATION:

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval of case PZ-18-00205-03, subject to the following five conditions which will be included into the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved Site Plan and the conditions of approval dated December 23, 2019. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the "Development Agreement Flagstaff at Fourth, LLC" must be fully satisfied.
4. The Developer's failure to obtain certificate of occupancy for the entirety of the Project within five (5) years of the effective date of the rezoning ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the Highway Commercial (HC) zoning on the Property to its former zoning classification of Medium Density Residential (MR), in accordance with Arizona Revised Statutes § 9-462.01.
5. The project shall meet the steep slope protection standards indicated in Zoning Code table 10-50.90.050A

Attachments:

- Area Context Map
- Application
- Project Narrative and Flagstaff Regional Plan 2030 Analysis
- Approved Site Plans
- Citizen Participation Plan and Meeting Report
- Legal Notice
- Emails from the public


Flagstaff @ Fourth
Direct to Ordinance Zoning Map Amendment
Patrick St. Clair
Planning Development Manager
CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

LOCATION & SURROUNDING USES

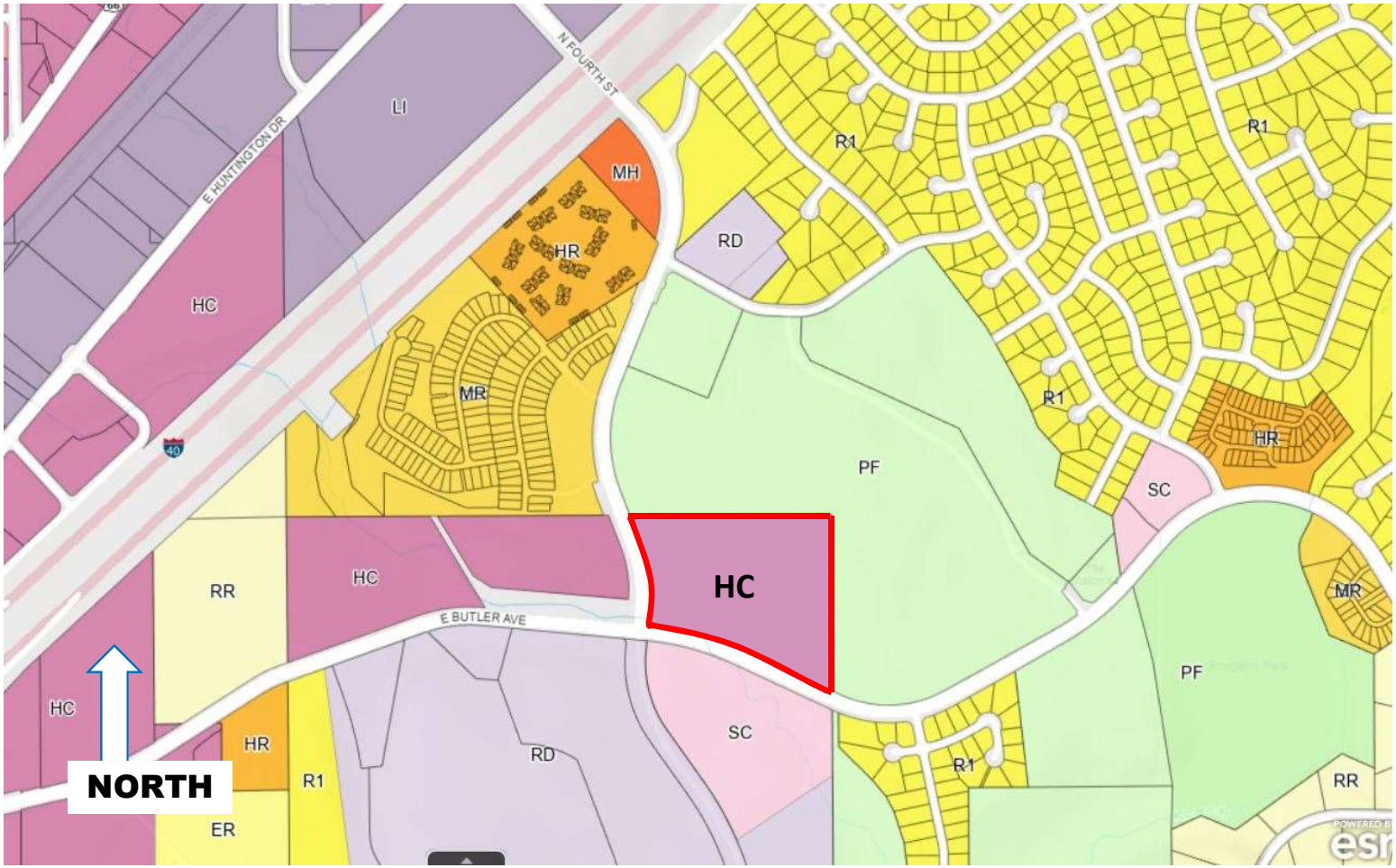


Flagstaff @ Fourth

- 13.65 acres undeveloped land

- Schools
- Residential
- Park
- Access

Request: Zoning Map Amendment



Request:

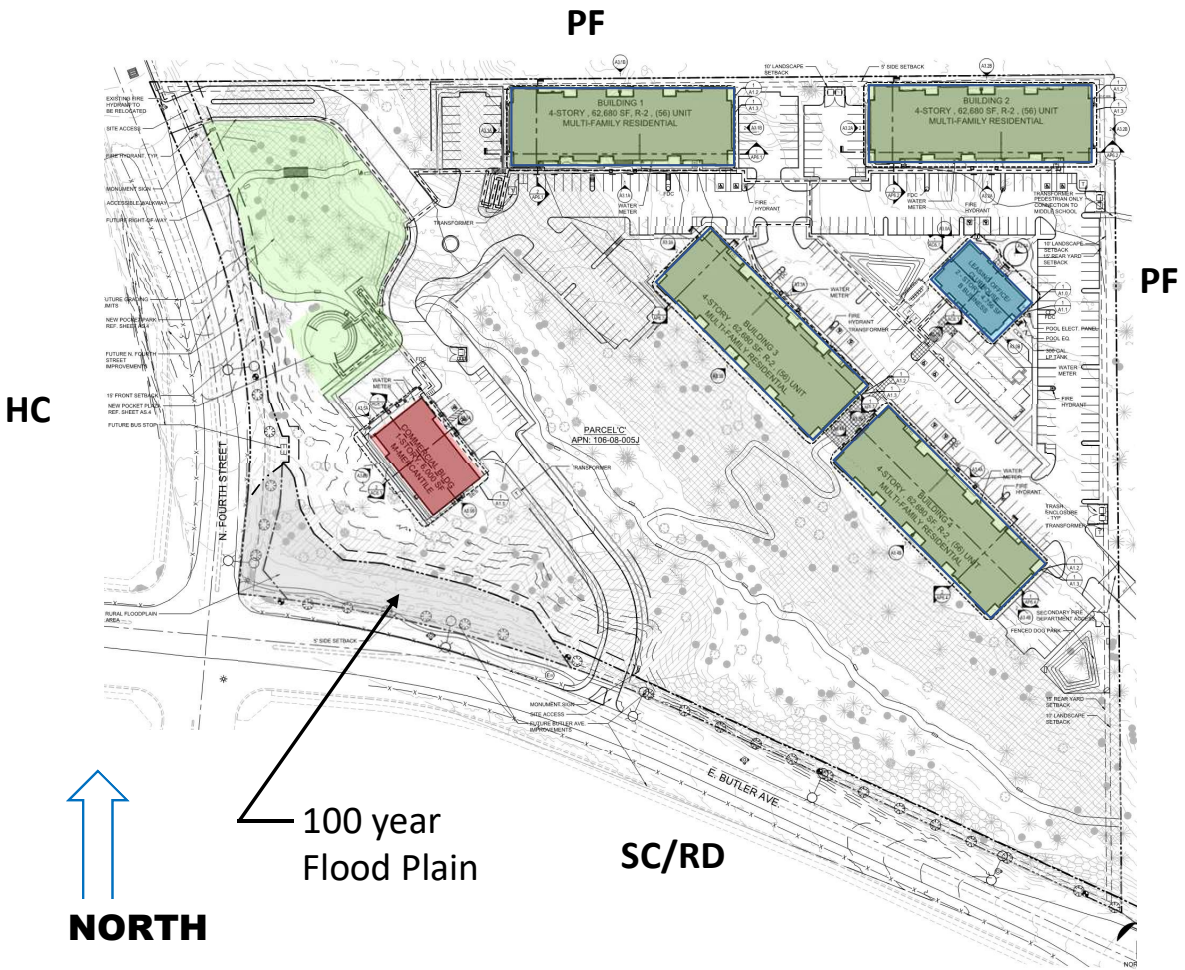
Rezone parcel from

- Medium Density Residential (MR)

to

- Highway Commercial (HC)

Development Proposal:



Horizontal Mixed-use Development comprised of:

- (1) Commercial building
- (1) Clubhouse/Admin office
- (4) multi-family apartments
- On-site parking
- Civic Space
- Open Spaces

Commercial Building:



- Single-story
- (4) suite spaces
- Two access points

Residential Buildings:



- Sheltered from commercial core
- Connected with designed pedestrian routes

Proposed Residential Unit Mix

Unit Type	Units per Bldg	Total Units	Total Bdrms
Studio	9	**36**	36
1 Bed/1 Bath	31	**124**	124
2 Bed/2 Bath	16	**64**	128
Total	56	**224***	288

- 10% Affordable Housing = **22** units

Will accept:

Housing Choice Vouchers

Veterans Affairs Supportive Housing vouchers

Mixed-Use Development

Design Standards

- Two Uses
- Internal Compatibility
- Nuisance conditions
- Adjacent Properties uses
- Residential unit character
- Pedestrian access
- Refuse and Recycling Areas



Resource Protection

Flood Plain

- No disturbance proposed

Tree Resources

- 30% retention required
- 35% retention proposed



Resource Protection

Steep Slope

- Slope *17-24.99%*
  - 70% retention required
  - 70% retention proposed
- Slope *25-34.99%*
  - 80% retention required
  - 86% retention proposed
- Slopes 35% or greater
  - 100% retention required
  - 100% retention proposed



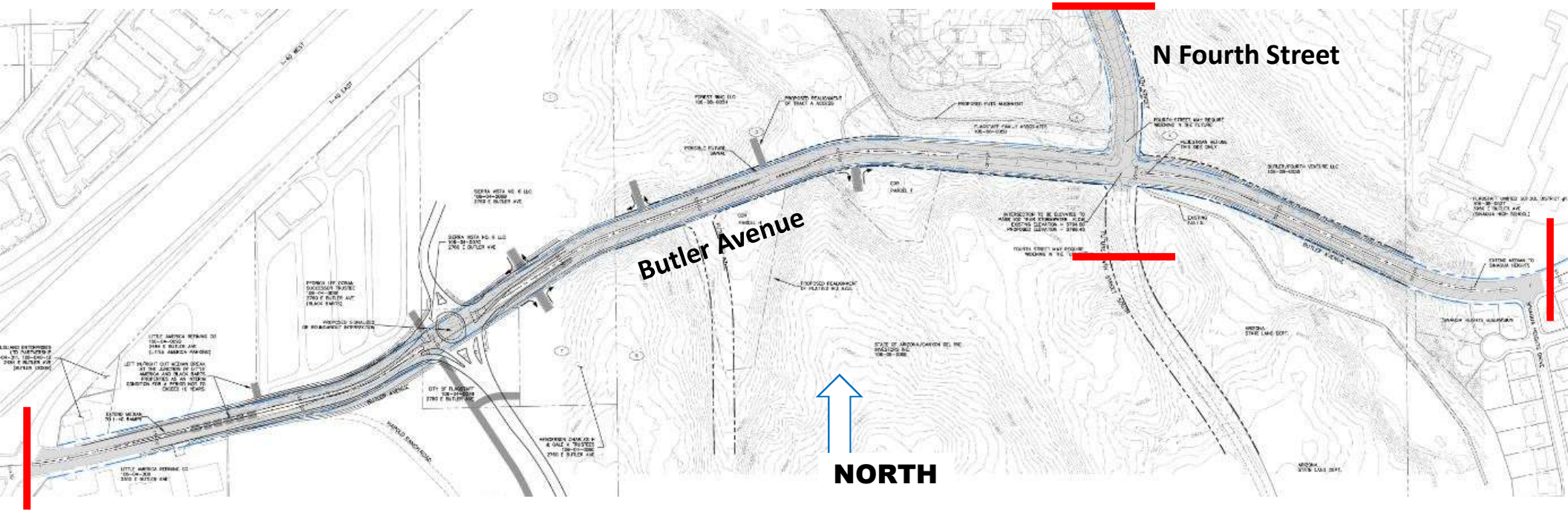
Public Systems Impact Analysis

Traffic/Right-of-Way Impact

- A Traffic Impact Analysis was completed October 29, 2019
  - The analysis identified relatively low impacts to the study areas – intersections of N. Fourth St and Sparrow, N. Fourth St and Soliere, and N. Fourth St and Huntington/Industrial.
  - Increases in the peak hour volumes will not degrade levels-of-service below city standards
  - A northbound right turn auxiliary lane is required at the access driveway on N Fourth Street
  - Determine proportional share cost from this development for constructing a permanent traffic signal at N Fourth Street and Butler Avenue.

Public Systems Impact Analysis

Butler Widening - Overall Scope of Improvements



- **N Fourth Street**: North edge of subject parcel to approx. 500-ft south of Butler
- **Butler Avenue**: Little America to Sinagua Heights

Public Systems Impact Analysis

Project Contributions

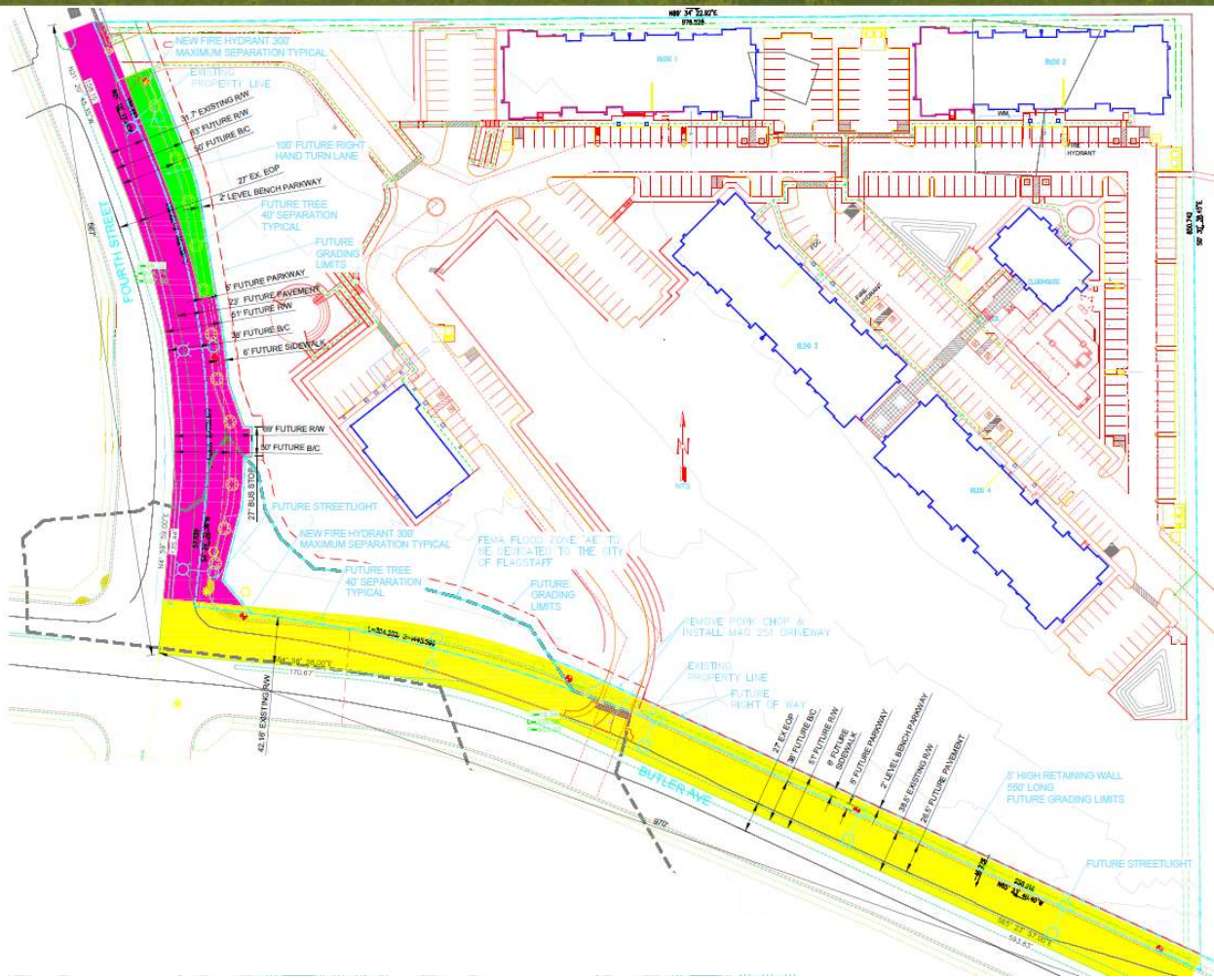
Estimated Cost to Construct Frontage Improvements:

N Fourth Street:

- Curb/gutter, sidewalk, & match-up pavement from edge of existing pavement to edge of new gutter
- Dedicate right-of-way for future bus stop
- Right turn lane at access driveway

Butler Avenue:

- Curb/gutter, sidewalk, & match-up pavement from edge of existing pavement to edge of new gutter



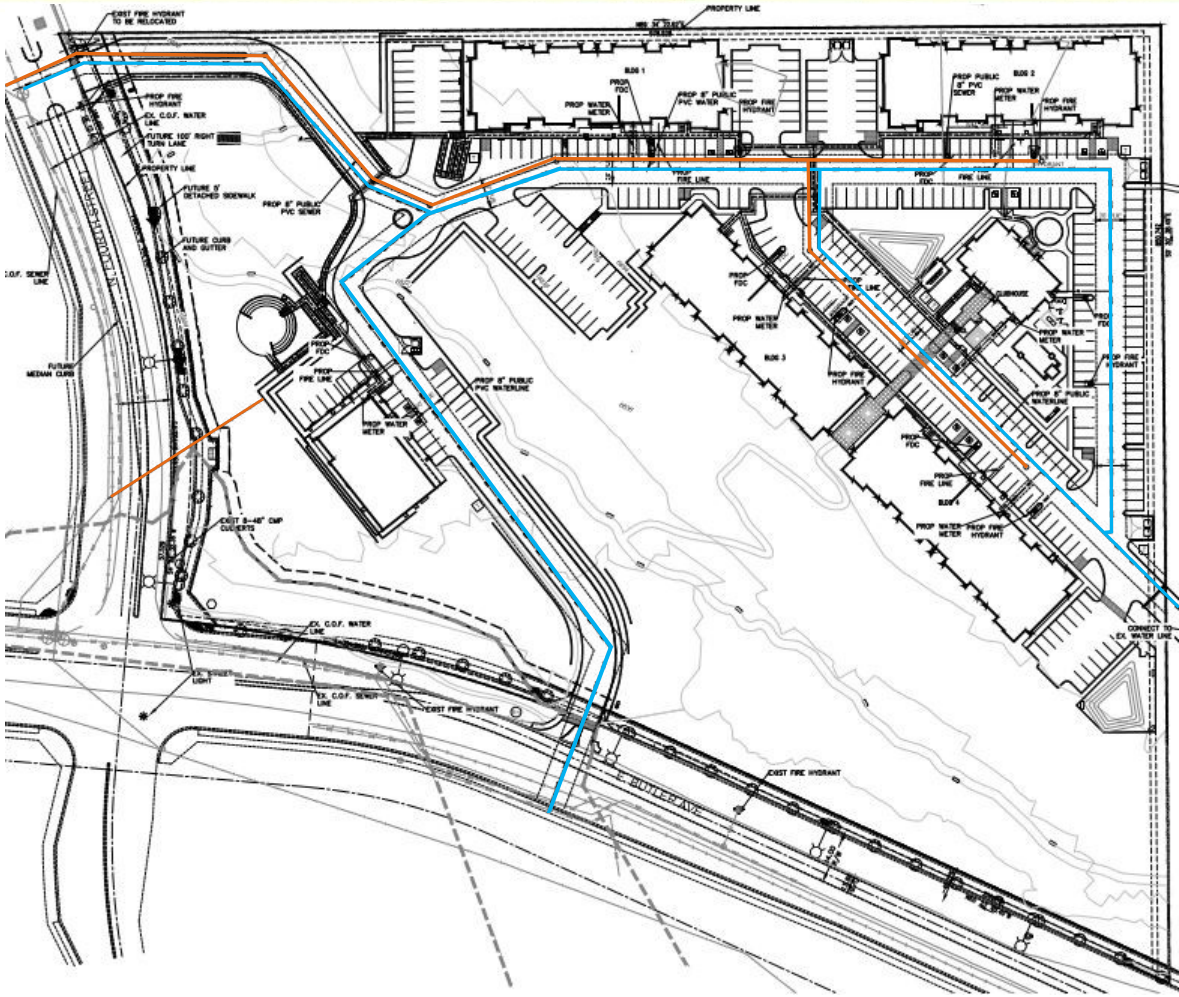
Public Systems Impact Analysis

Water and Wastewater Impact

- No off-site improvements
- Pay proportional share of JW Powell Improvement District Waterline estimate

Public Utilities

- Connect new on-site to existing in ROW

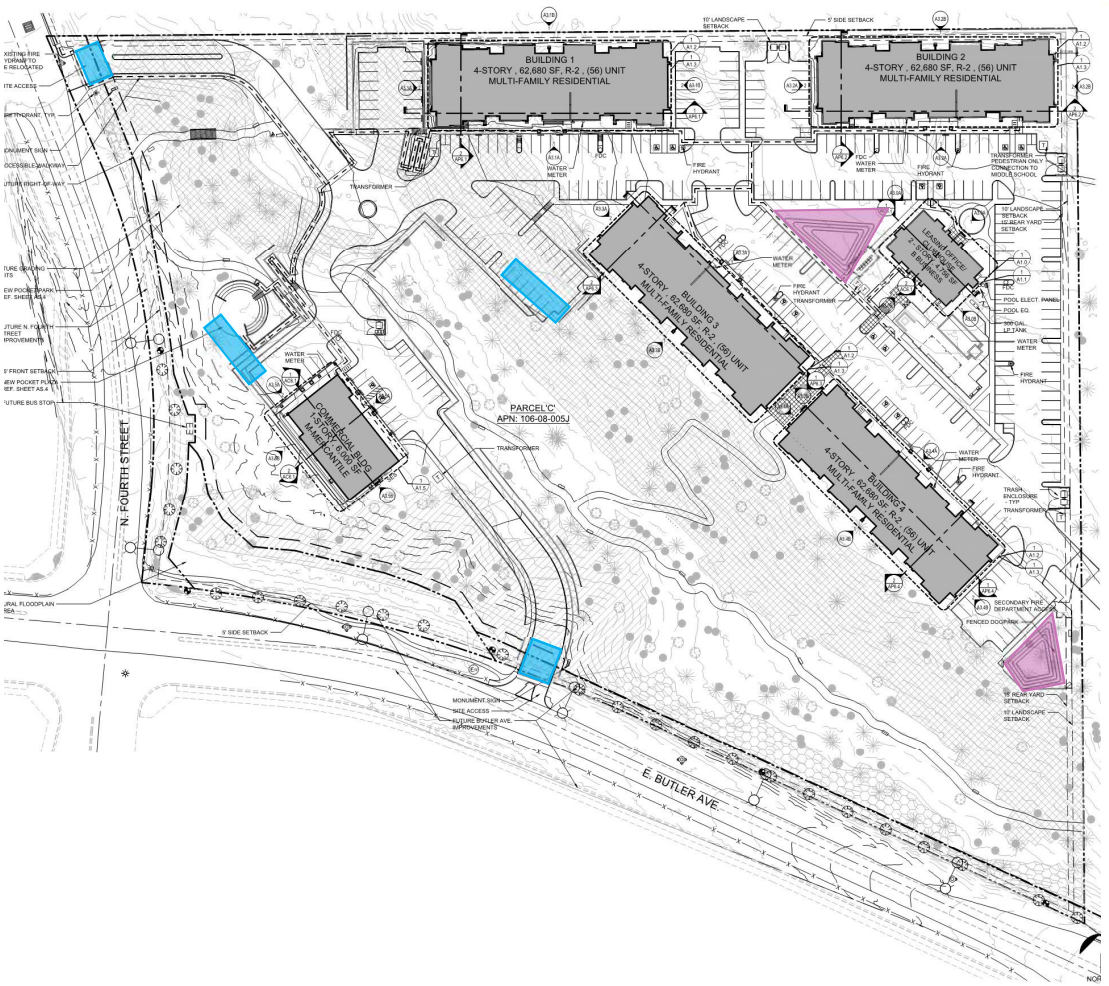


Public Systems Impact Analysis

Stormwater Analysis

- On-site volume mitigation
- LID

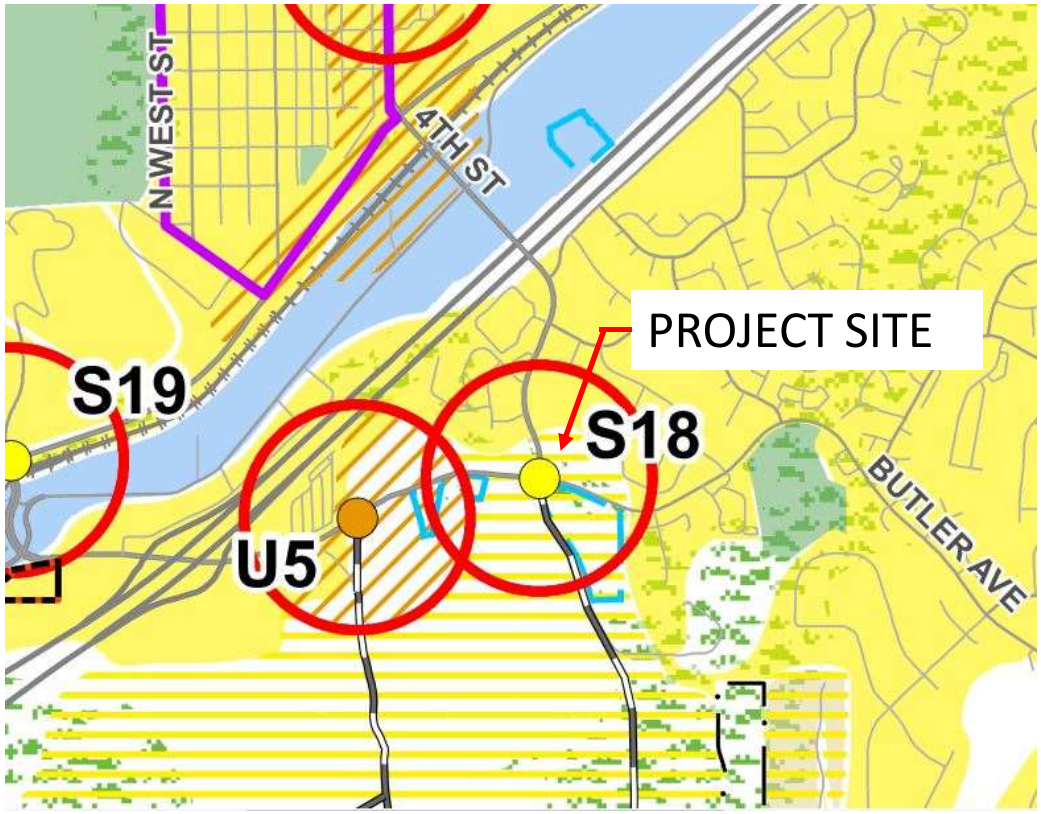
- Surface basin
- Underground basin



Regional Plan Analysis

Area and Place type

- Area Type
  - Future Suburban
- Place Type
  - Regional Suburban Activity Center



Findings

Finding #1: Conformance with the General Plan

- Regional Suburban Activity Center character
  - Mixed-use of commercial and residential
  - Access to large residential developments
  - Civic Spaces
  - Connections to alternate modes of transportation
  - Density in excess of 14 units/acre, proposed 16 units/acre
- Enhance quality of existing neighborhoods

Findings

Finding #2: Community Benefits and Public Good

- Affordable Housing
- Encourages passive/active recreation and entertainment
- Conserves site resources
- Commercial opportunity
- Increases stability of adjacent neighborhoods
- Efficient use of commercial and transportation corridors

Findings

Finding #3: Site is Physically Suitable

- Meets applicable codes and requirements
- Mitigates any impacts determined by impact analyses

Citizen Participation

Neighborhood Meetings

- December 19, 2019, held at the Aquaplex
  - 2 individuals attended
- October 29, 2019, held at Sinagua Middle School
  - 8 individuals attended

Public Comments/Emails from the Public:

- At the time of routing this presentation, staff has received 5 emails concerning the proposed development

Development Agreement

Purpose of the agreement:

- Administration of the “Affordable Housing” units
- Defines commercial building interior and systems construction finish
- In-lieu frontage improvements fees
- Proportional share cost of the intersection permanent stop light
- JW Powell water district transmission main proportional share
- Multi-family unit mix
- Bicycle parking space quantity and locations
- Electric vehicle parking quantity and locations

Recommendation

The Planning and Zoning Commission recommends the City Council, in accordance with the findings presented, approve the Direct to Ordinance Zoning Map Amendment request, subject to the following five conditions, included within the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved Site Plan and the conditions of approval dated December 23, 2019. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.

2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.

3. All terms, conditions, and restrictions detailed within the "Development Agreement Flagstaff at Fourth, LLC" must be fully satisfied.

4. The Developer's failure to obtain certificate of occupancy for the entirety of the Project within five (5) years of the effective date of the rezoning ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the Highway Commercial (HC) zoning on the Property to its former zoning classification of Medium Density Residential (MR), in accordance with Arizona Revised Statutes § 9-462.01

5. The project shall meet the steep slope protection standards indicated in Zoning Code table 10-50.90.050A.

Recommendation

New Condition added to Ordinance after Planning and Zoning Hearing:

*6. The project shall meet horizontal mixed-use requirements. A horizontal mixed-use development requires more than residential occupancy under the City's Zoning Code. By definition, a horizontal mixed-use development shall include two or more different types of uses placed next to each other on the same parcel, planned as a unit, and connected together with pedestrian and vehicular access.

* This condition of the Ordinance was developed as part of the finalization of the Development Agreement and was not reviewed by the Planning & Zoning Commission.

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

RECEIVED
OCT 15 2019
BY

Application for Zoning Map Amendment and/or Minor Regional Plan Amendment

File Number: P2-18-00205-03

Property Owner(s)	Title	Phone	Email
Flagstaff at 4th, LLC		480.295.7600	Roy.Bade@caliberco.com
Mailing Address			**City, State, Zip**
8901 E. Mountain View Rd., Suite 150			Scottsdale, AZ 85258
Applicant(s)	**Title**	**Phone**	**Email**
SRA360 - Tim Rice	Project Manager	480.515.5123	Tim@sra360.com
Mailing Address			**City, State, Zip**
5450 E. High Street, Suite 200			Phoenix, AZ 85054
Project Representative)	**Title**	**Phone**	**Email**
Same as Applicant			
Mailing Address			**City, State, Zip**

Requested Review: ☒ Zoning Map Amendment ☐ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
1002 N. 4th Street	106-08-005J	
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
Medium Density Residential	Highway Commercial	
Existing Use	**Proposed Use**	
Undeveloped	Mixed-use Development: Multi-Family Res./ Commercial	

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category
N/A	Same

Property Owner Signature(required)	Date:	Applicant Signature	Date:
Roy Bade	10-15-19	Timothy R. Rice	10/15/2019

For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☒ Large scale
			☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

DEVELOPMENT AGREEMENT AND WAIVER
between
City of Flagstaff
and
Flagstaff at 4th, LLC

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into this _____ day of _____, 2020, by and between the City of Flagstaff, an Arizona municipal corporation ("**City**"), and Flagstaff at 4th, LLC, a Delaware limited liability company ("**Developer**").

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property located in the City.

B. Developer is the owner of real property located at the north east corner of Butler Avenue and Fourth Street, and currently is addressed as 1002 North 4th Street, Flagstaff, Arizona, known as Coconino County Assessor's Office Parcel Number 106-08-005J, which is more specifically described in ***Exhibit "A"*** (the "**Property**").

C. The Property is currently zoned Medium Density Residential ("**MR**") within the Resource Protection Overlay ("RPO"), and the Developer is requesting a Direct to Ordinance Zoning Map Amendment to rezone the parcel to Highway Commercial ("**HC**") within the RPO.

D. The Developer proposes a horizontal mixed-used development consisting of 224 multi-family residential units within four (4) four-story buildings, providing a unit mix of 36 studio, 124 1-bedroom and 64 2-bedroom units, a 4,756 SF two-story clubhouse and a 6,000 SF single-story multi-tenant suburban commercial building, as more specifically described in rezoning application Case Number PZ-18-00205-03 and as shown on the approved Site Plan Application Case Number PZ-18-00205-02. The site plan for said application is attached hereto as ***Exhibit "B"***. The Project's proposed public benefits will include an open outdoor amphitheater and plaza suitable for small public gatherings and events as well as the retention of the open space remaining post-development on the Property, which is to be left in as natural state as possible, accessed by a series of trails with benches.

E. This Agreement is consistent with the Flagstaff Regional Plan 2030 in effect on the Effective Date of this Agreement, as set forth below.

F. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other

benefits to the City and its residents.

G. The Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer by providing assurances to the Developer that it will have the ability to develop the Property within the City pursuant to this Agreement, under the zoning described in Recital C above, and in accordance with the approved Site Plan (PZ-18-00205-02).

H. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provisions of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the parties agree as follows:

1. INCORPORATION OF RECITALS

Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.

2. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

2.1 **"Certificate of Occupancy"** shall mean a document issued by an authorized City official setting forth that a building or structure legally complies with the City's building codes, the Flagstaff Zoning Code, and other pertinent state and local requirements, and that the same may be used for the purpose(s) therein.

2.2 **"City"** shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

2.3 **"Developer"** shall mean and refer to Flagstaff at 4th, LLC, and any successor-in-interest or assignee, as contemplated pursuant to Section 7.14.

2.4 **"Improvements"** shall mean and refer to all the improvements which may be constructed as part of the Project, including, without limitation, public roads, utilities, driveways, landscaping, and other improvements of any type or kind to be built by Developer.

2.5 **"Project"** shall mean and refer to the development of the Property for the uses, intensities, and densities currently shown in the approved Site Plan package (PZ-18-00205-02) and the approved site plan as attached hereto at ***Exhibit "B"***.

3. DEVELOPMENT PLAN

3.1 Scope of Development. The City and Developer hereby acknowledge that the City of Flagstaff Inter Division Staff (IDS) approved, subject to conditions, that site plan application (PZ-18-00205-02)**, a portion of which is** attached hereto as ***Exhibit "B"*** and incorporated herein by this reference (the "**Site Plan**"). The Site Plan sets forth the basic land uses, intensity and density of such uses, relative height, bulk and size of buildings and structures proposed by Developer and approved by the City for development within the Property, subject to the approval of a Zoning Map Amendment (Case PZ-18-00205-03). As depicted on the Site Plan, a horizontal mixed-use project consisting of 224 residential units providing a unit mix of 36 studio, 124 1-bedroom and 64 2-bedroom units within (4) four-story structures on the Property and shall include a 4,756 SF 2-story clubhouse and a minimum of 6,000 square feet of commercial space to be constructed in a single phase. The Developer may request subsequent amendments to the Site Plan in accordance with the Flagstaff Zoning Code. Notwithstanding the forgoing, the unit mix may be modified no more than ten percent (10%) without City Council approval.

4. ENTITLEMENTS

4.1 Zoning Map Amendment. Developer hereby agrees to be subject to all of the terms, conditions, and stipulations of the rezoning ordinance for PZ-18-00205-03 (City Ordinance No. 2020-XX) and Site Plan (PZ-18-00205-02) (collectively, the "**Entitlements**"). The Developer's failure to obtain certificate of occupancy for the entirety of the Project within five (5) years of the effective date of the rezoning ordinance shall entitle, but not require, the City, in its sole discretion, to conduct a public hearing for the purpose of considering reverting the Highway Commercial ("HC") zoning on the Property to its former zoning classification of Medium Density Residential ("MR"), in accordance with Arizona Revised Statutes § 9-462.01.

4.2 Development Standards. The development of the Property, as well as the requirements for off-site and on-site public improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and policies controlling permitted uses of the site, design review standards, resource protection requirements, the density and intensity of uses, and the maximum and minimum height and size of the buildings in existence as of the Effective Date of this Agreement. Site Plan modifications may be made according to the Flagstaff Zoning Code so long as they conform to the conditions of the Zoning Map Amendment and this Agreement. Zoning cases are conditioned upon their associated approved Site Plan. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code, and other Code provisions, regulations, rules, and guidelines will apply to the Project.

4.3 Additional Mixed-Use Requirements. Developer acknowledges that mixed use developments must develop the commercial portion of the project prior to, or simultaneous with, the residential portion of the project. To comply with the City's Zoning Code, Table 10-40.30.040.B, End Note 6, horizontal mixed-use projects that include Multiple-Family Development in the HC zone must remain on a single parcel in perpetuity; the underlying parcel cannot be split for any reason, including to locate the commercial portion of the project on a separate parcel.

5. DEVELOPER OBLIGATIONS

5.1 Additional Commercial Development Standards. The interior of the commercial structure shall be designed and constructed to include a complete concrete floor, unpainted complete suite demising walls, un-ducted but installed and operational HVAC system(s), complete restrooms and restroom plumbing for each suite or for common use among suites, unpainted complete interior face of all exterior walls, interior and exterior lighting, and electrical outlets.

5.2 Construction of Public and Other Related Improvements. Prior to issuance of public improvements permits for any phase or component of the Project, Developer shall provide security, in a form satisfactory to the City as set forth in the City's Zoning Code, that public and other related improvements will be constructed in accordance with approved plans. Developer shall, at its sole expense, construct or cause to be constructed those public and other related improvements as described in this Agreement, and in accordance with approved specifications. Following the construction of the described public improvements and dedication of same to the City, unless otherwise provided, the City shall assume, at its expense, the maintenance and repairs of all public improvements in accordance with City policies. The Developer agrees that the construction of the public and other related improvements will coincide with the development of the Project. City acknowledges and agrees that except as described in this Agreement, no offsite improvements shall be required by the City, now or in the future, in connection with the development of the Project or any other improvements shown in the Site Plan, and Developer will not be required to contribute to the cost of any such other offsite improvements.

Specifically, the scope and nature of the on-site and off-site right-of-way and other infrastructure improvements to be constructed in connection with the Project are as follows:

5.2.1. General Off-site Roadway Improvements: Per the City's Zoning Code, street improvements shall be constructed across the full frontage and side boundaries of the property being developed. However, in this case, the developer shall pay to the City, cash in-lieu of constructing the improvements, which will be included in a future Capital Improvements project by the City. The value of the street improvements for the Project is $910,960.00 (see ***attached Exhibit C for itemized list of improvements and associated costs),*** which shall be paid prior to issuance of any construction permits for the development**.** Also, the Developer provided a Traffic Impact Analysis ("**TIA**") to determine the necessary traffic mitigation for the Project. The parties agree that Developer's traffic mitigation will be accomplished by the Developer making a cash contribution of $23,600.00 as set forth in Exhibit C for the Project's proportional share of the future permanent traffic signal at the intersection of Butler Avenue and Fourth Street (the "Traffic Signal Payment"). The Traffic Signal Payment shall be paid prior to the issuance of any construction permits. In accordance with the approved TIA, if the Project has not received construction permits within two (2) years of the approval date of the TIA, a revised TIA may be required, at the discretion of the City of Flagstaff's Engineering Division. Should the City require completion of a revised TIA, additional off-site improvements may be required as part of the review and approval of that revised TIA. All right-of-way dedications required for this development will be completed prior to issuance of building permits. Developer's sole obligation with respect to off-site roadway improvements is described in this Section 5.2.1, and is limited to financial payments as described herein, and Developer shall have no obligation to construct or develop any such roadway improvements, except as set forth in this section.

5.2.2. On-site Water, Sewer, and Stormwater Improvement Requirements:

Developer will provide on-site water and sewer improvements in compliance with the Water and Sewer Impact Analysis dated 2/1/2019 (February 1, 2019) ("**WSIA**") and Flagstaff City Code. In accordance with the approved WSIA, if the Project has not received construction permits within two (2) years of the approval date of the WSIA, a revised WSIA may be required. Additional off-site improvements may be required as part of the review and approval of the new WSIA. In addition to the improvements required above, the Developer shall contribute their assessment cost per the "Cost Assessment Table" Appendix E of the John Wesley Powell Improvement District Waterline, per the plan dated May 24, 2016 (***attached as Exhibit D***). The total contribution shall be $112,181.46. The Developer shall pay this amount in full prior to the issuance of first construction permits.

Developer will provide stormwater retention, in lieu of offsite analysis and improvements, and stormwater improvements as specified in the Drainage Impact Analysis Letter ("DIA") dated September 17, 2019, and in accordance with the Flagstaff City Code. This offsite analysis may be performed in lieu of volumetric retention at time of final Civil design.

5.3 Affordable Housing. The Project is not utilizing the affordable housing incentives allowed in Division 10-30.20 of the City of Flagstaff Zoning Code, but the Developer desires to provide affordable housing units as described herein. Upon completion of development of the Project, Developer agrees to comply with the Affordability Plan set forth in ***Exhibit "E"***, attached hereto and incorporated by this reference. The purpose of these requirements is to ensure that the Developer sets aside ten percent (10%) of the overall unit count (22 out of 224 units) as income-restricted rental units for households earning, on average, up to eighty percent (80%) of the Area Media Income ("AMI"), but in no event exceed one hundred percent (100%) AMI, as defined by the United States Department of Housing and Urban Development ("HUD"), or its successors. These affordable units must be maintained for thirty years from the date the affordable units are placed into service. Rental rates for the affordable units will be set at no more than thirty percent (30%) of the qualified tenant's gross household income. Apart from the AMI thresholds set forth above, additional eligibility criteria and other requirements will be developed in more detail in the Affordability Plan and can be modified only with the express written consent of the Housing Director. The Affordability Plan only applies to the affordable units. At the expiration thirty years from the date the affordable units are placed into service, the Affordability Plan expires and there will be no further obligations associated therewith. For avoidance of doubt, Developer shall have no obligation to comply with the Affordability Plan, or provide affordable housing, unless and until Developer develops pursuant to this Agreement and the rezoning entitlements described above. Nothing herein shall actually require Developer to proceed with the Project.

Developer's property manager shall not discriminate against an applicant's source of income and will accept HUD Housing Choice Vouchers and Veterans Affairs Supportive Housing ("VASH") Vouchers. No limits will be set on the number of vouchers accepted at the Project. Standards for applicant income shall be waived for voucher holders, as the rent affordability is reviewed and determined by the Flagstaff Housing Authority. Applicants that already possess a voucher will be placed in a market rate unit. Property management shall allow a tenant to break the lease on an affordable unit without penalty if awarded a Housing Choice Voucher or VASH Voucher, at which time the tenant may sign a new 12-month lease for market rate rent.

5.4 Mixed-Use Required. The Developer acknowledges that a mixed-use development requires more than residential occupancy under the City's Zoning Code. The Developer and the City further acknowledge that it is in the best interests of the community to ensure, to the extent practical, that commercial portions of the Project do not remain unoccupied for extended periods of time. Therefore, if following issuance of a final certificate of occupancy for the Project (including for any commercial space), any suite or suites within the commercial space remains vacant for more than twelve (12) months, and provided that Developer is not then in negotiations with an identifiable prospective tenant for the lease of such space (so long as negotiations do not exceed two months), then the Developer shall cooperate with the City to create a rental plan to allow rental of such vacant space by non-profit tenants at a discounted or zero rent rate. The rental plan would be for no more than a one (1) year period, during which period the Developer would be permitted to continue to market the commercial space for a market rate tenant (to take occupancy at the conclusion of the lease term of the current occupant, if any). At the end of the rental plan period, the commercial space can return to a vacant status (if not otherwise renewed at the discretion of the Developer) and be marketed as such for another twelve (12) month period, conclusion of which without an occupant shall require the Developer to enter into a new rental plan. In no case would the Developer be required under any rental plan to lease to any non-profit tenant on a reduced rent schedule for more than 12 months as at time. The Developer may be authorized to offer any discounted lease on a month-to-month or other short-term basis while it markets the space to commercial tenants paying market rent.

5.5 Safety Plan. Developer agrees to participate in the City of Flagstaff Crime-Free Multi-Housing Program and agrees that a final safety plan that addresses events, parties, general safety requirements, staff, and operations shall be approved by the Planning Director prior to Certificate of Occupancy for any part of the residential portion of the development.

5.6 Undisturbed Open Space Areas. The areas on the Landscape Plan (Sheet LP.1) labeled as "Undisturbed Natural Forest Area" shall remain undeveloped and undisturbed except for any necessary cleanup, additional new landscaping, and reseeding of disturbed areas with native seed mix.

5.7 Materials Management. Developer agrees to incorporate infrastructure to support recycling activities on-site. This includes providing space for recycling receptacles, chutes, or dumpsters immediately next to those dedicated for trash within units, trash rooms, and other disposal locations. These areas for trash and recycling should be properly signed with information on items accepted in each stream. Developer agrees to work with the City's Sustainability Section to utilize best practices in diverting debris produced in the construction of the development. Following construction, Developer will work with the Sustainability Section to ensure that the property management of the Project utilizes best-practices in communicating proper recycling protocol to tenants and obtains from the Sustainability Section resources available at no cost to assist in this communication.

5.8 Electric Vehicle Charging. Developer will provide power stubs to a parking area outside each building to support the installation of future electric vehicle charging stations. One (1) electric vehicle charging station shall be installed by the Clubhouse prior to final Certificate of

Occupancy. All electric vehicle charging stations will provide power to two (2) parking spaces for an eventual total of twelve (12) electric vehicle charging parking spaces. Future electrical vehicle charging stations will be installed by the Developer as tenant demand dictates.

5.9 Bicycle Parking. Developer shall install no less than the following bicycle parking:

a. Interior Lockers (secured, interior bicycle parking) – 40 per Residential Building.

b. Exterior Racks (uncovered, unsecured bicycle racks) – 6 per Residential Building and Commercial Building.

c. Total Provided – 190 Bicycle Parking Spaces (interior and exterior).

5.10 Permits and Building Fees. Developer agrees and understands that upon the submittal date of any application or permit, the current fees in effect at the time of submittal shall apply to the Project.

6. DEFAULT; REMEDIES

6.1 Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the party not in default hereunder; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within one hundred eighty (180) days.

6.2. Dispute Resolution. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the parties and any party shall be free to initiate litigation upon the conclusion of mediation.

6.3. Developer's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 6.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

6.4 City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 6.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Developer.

6.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no rights to develop the Property pursuant to this Agreement.

6.6 No Personal Liability. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of the City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Developer, as applicable, under the terms of this Agreement.

7. GENERAL PROVISIONS

7.1 Effective Date and Term. This Agreement shall be effective (the "**Effective Date**") upon execution by the parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate thirty years from such date. Notwithstanding the termination date of this Agreement, Developer has the obligation to provide the affordable units for term of thirty (30) years from the date the affordable units are placed into service.

7.2 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:

City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
XXXX

To Developer:

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

7.3 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

7.4 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

7.5 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

7.6 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings or agreements between the parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit "A" Legal Description of Property
Exhibit "B" Site Plans
Exhibit "C" Traffic R.O.W. estimate and drawing incl. proportional share of Butler/Fourth intersection
Exhibit "D" John Wesley Powell Improvement District Waterline Plan
Exhibit "E" Affordability Plan
Exhibit "F" Zoning Ordinance No. XXXXX, approving Case PZ-18-00205-03

7.7 Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

7.8 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

7.9 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

7.10 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

7.11 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

7.12 Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

7.13 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

7.14 Successors and Assigns; Restriction on Assignment by Developer. The provisions of this Agreement shall inure to the benefit and be binding upon the permitted successors and assigns of the parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:

(a) Assignments made by the Developer in connection with obtaining financing, and the exercise of lender remedies with respect thereto;

(b) An assignment of all rights and obligations of Developer under this Agreement to a real estate developer reasonably acceptable to and approved by the City; however, that if Developer or a current principal of Developer retains an ownership interest and management control in such real estate developer, then, in that event, the City's prior approval shall not be required; or

(c) An assignment by Developer of its rights under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity which is controlled

by, under common control with, or which controls Developer, or which is owned or controlled by a principal of Developer.

With the exception of those instances set forth in Section 7.14(a) and 7.14(c) or if the Developer retains an ownership and management interest as set forth in Section 7.14(b), above, the Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without the City's consent (provided that the City is timely notified of such assignment). Notwithstanding anything contained in the foregoing to the contrary, no assignment of this Agreement or any specific rights, obligation, or duties of Developer under this Agreement shall release Developer, its successors, or assigns, from its obligations hereunder, unless specifically agreed to by the City.

7.15 Restriction on Assignment by City. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may not be unreasonably withheld, conditioned, or delayed.

7.16 Estoppel Certificate; Financing. Developer may request of the City Manager by providing written notice, and the City Manager shall, within thirty (30) calendar days respond in writing to Developer: (a) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and (b) acknowledging that there are not, to City's knowledge, any uncured defaults on the part of Developer hereunder, or specifying such defaults if they are claimed.

7.17 Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

8. WAIVER OF CLAIM FOR DIMINUTION IN VALUE.

Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "**Act**"), in connection with the application of the City's existing land use laws and including Ordinance Number 2020-XX regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including Ordinance Number 2020-XX, upon the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

City of Flagstaff

_____
Coral Evans, Mayor

Attest:

_____
City Clerk

Approved as to form and authority:

_____
City Attorney

Flagstaff at 4th, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
COUNTY OF _____)

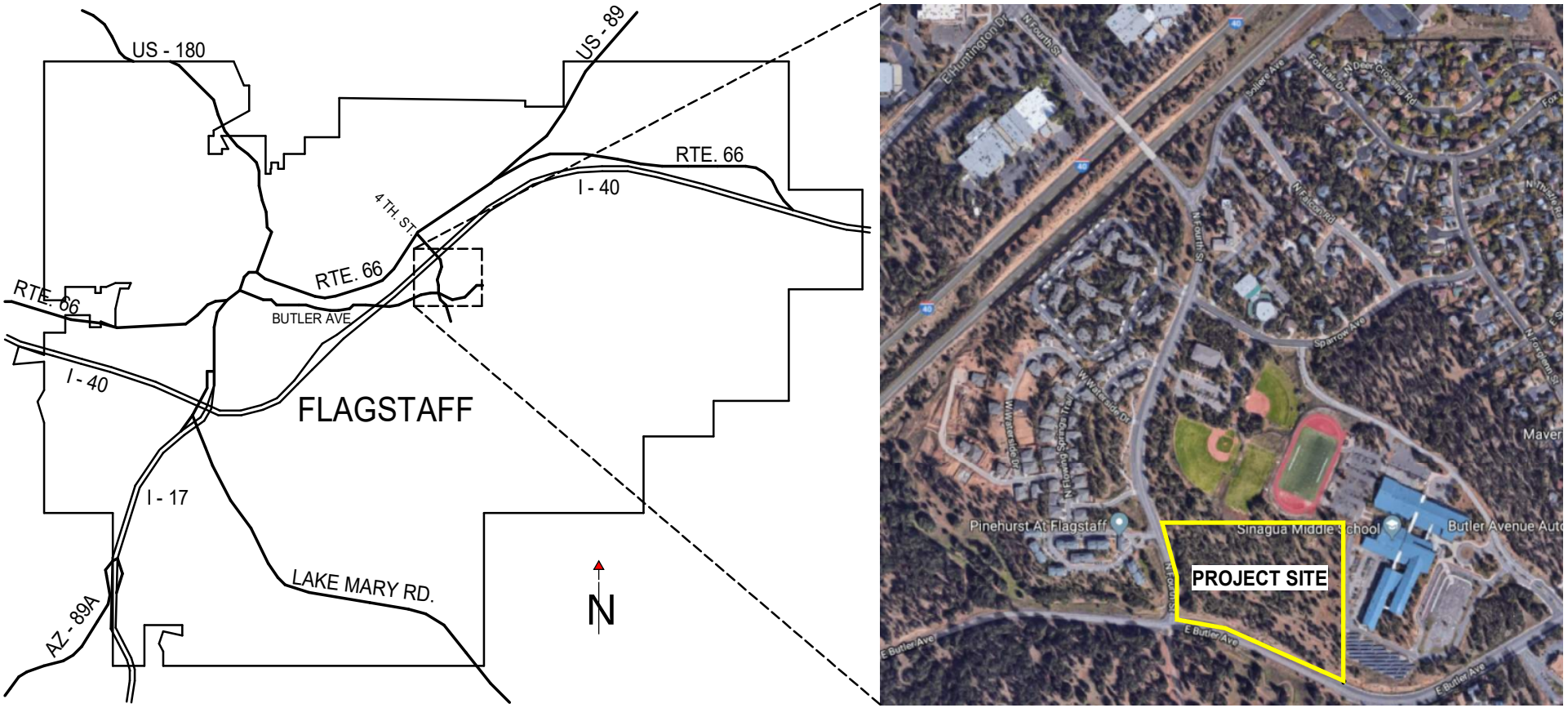
ACKNOWLEDGMENT

On this _____ day of _____, 2020, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the

person whose name is subscribed to the foregoing instrument and acknowledged that _he executed the same on behalf of Flagstaff at 4th, LLC, a Delaware limited liability company, for the purposes therein contained.

_____
Notary Public
My Commission Expires: _____

VICINITY MAP:



THE ELKWOOD FLAGSTAFF: 1002 North Fourth Street
Northeast Corner of East Butler Avenue and North Fourth Street

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, July 8, 2020, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on Tuesday, August 18, 2020 at 3:00 p.m., to consider the following:

A. Explanation of Matters to be considered:

1. A proposed amendment to the official City of Flagstaff zoning map to rezone 13.65 acres from Medium Density Residential (MR) to Highway Commercial (HC) for the purpose of a horizontal mixed-use development.

The site currently consists of land owned by Flagstaff at Fourth LLC at 1002 North Fourth Street.

B. General Description of the Affected Area:
Approximately 13.65 acres, Coconino County Assessor's Parcel Number 106-08-005J, situated at Sixteenth: NE Quarter: NW Section: 24 Township: 21N Range: 07E, located at 1002 North Fourth Street, City of Flagstaff, Coconino County, Arizona.

Planning and Zoning Commission meetings are currently being held virtually. For instructions on the virtual meetings visit the following link:

https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission

Contact the Planning Development Manager listed for maps and information regarding the proposed amendment. The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation

Due to the COVID-19 pandemic, Council meetings may be held virtually. At the link below please refer to the posted agenda for any change to the meeting time and how to attend the meeting and submit comments:

https://www.flagstaff.az.gov/328/Meetings

The meetings will continue to be live streamed on the city's website:

https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings

PROPOSED ZONING MAP AMENDMENT
From Medium Density Residential (MR) to Highway Commercial (HC) for the purpose of Horizontal Mixed-Use development



ADDRESS: 1002 North Fourth Street,
APN: 106-08-005J
ACRES: Approximately 13.65 Acres
City of Flagstaff
Coconino County

FOR FURTHER INFORMATION CONTACT

Patrick St. Clair
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2612
pstclair@flagstaffaz.gov

Tim Rice
SRA360
5450 East High Street, Suite 200
Phoenix, Arizona 85054
(480) 515-5123
Tim@sra360.com

Publish: June 20, 2020

STEWART + REINDERSMA ARCHITECTURE, PLLC.

June 1st, 2020

Mr. Patrick St. Clair
Planning Development Manager
City of Flagstaff - Community Development
211 W. Aspen Avenue
Flagstaff, AZ 86001

RE: **Project Narrative for Re-zoning Application**
the Elkwood Flagstaff apartments
PZ-18-00205-01
1002 North 4th Street
Flagstaff, AZ 86004

Project Narrative – Parcel Legal Description

THAT PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN ON A ALTA/ ACSM LAND TITLE SURVEY BY SHEPHARD – WESNITZER, INC. AND SEALED BY EARL G. WATTS, R.L.S # 27253, SWI JOB NO. 02194, RECORDED AS BOOK 20 OF SURVEYS, PAGE 45, COCONINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 24 BEARS SOUTH 89 DEGREES 34 MINUTES 20 SECONDS WEST, 2655.62 FEET (MEASURED AND BASIS OF BEARINGS FOR THIS DESCRIPTION);

THENCE ALONG THE NORTH-SOUTH MID-SECTION LINE, SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST, 850.64 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BUTLER AVENUE;

THENCE LEAVING THE NORTH-SOUTH MID-SECTION LINE, NORTH 65 DEGREES 23 MINUTES 57 SECONDS WEST. ALONG SAID RIGHT-OF-WAY LINE, 479.49 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;

THENCE NORTHWESTERLY AND WESTERLY, 477.92 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, ALONG SAID CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1439.00 FEET AND A CENTRAL ANGLE OF 19 DEGREES 01 MINUTES 45 SECONDS;

THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF BUTLER AVENUE, NORTH 05 DEGREES 01 MINUTES 12 SECONDS EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, 73.40 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 694.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 21 MINUTES 48 SECONDS AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 08 DEGREES 09 MINUTES 52 SECONDS WEST, 316.52 FEET;

THENCE NORTHLY, ALONG SAID CURVE, 319.33 FEET;

THENCE NORTH 21 DEGREES 20 MINUTES 45 SECONDS WEST, TANGENT TO SAID CURVE, 143.27 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 24;

THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, NORTH 89 DEGREES 34 MINUTES 20 SECONDS EAST, ALONG SAID NORTH LINE, 978.42 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILE, FERTILIZERS OF EVERY NAME AND DESCRIPTION, AND ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE UNITED STATES, OR THE STATE OF

ARIZONA, OR DECISIONS OF COURT, TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS WHETHER OR NOT OF COMMERCIAL VALUE AS RESERVED IN THE PATENT FROM THE STATE OF ARIZONA RECORDED IN DOCUMENT NO. 2004-3243206, COCONINO COUNTY RECORDS.

Project Narrative - General

The proposed project is a new mixed-use development that will emulate the venerated design traditions of the City of Flagstaff, while simultaneously expressing a warm and contemporary rustic vernacular. The development will consist of (4) 4-story multi-family buildings with a total of (224) residential units, a community Clubhouse/Leasing Office building and a Commercial retail building, adjacent to a civic amphitheater and connecting pocket park. The proposed development provides lasting and sustainable applications of several key goals and policies within the Flagstaff Regional Plan 2030, once the parcel is approved for rezoning to Highway Commercial (HC). The site is located at 1002 North 4th Street, at the Northeast corner of N. 4th Street and E. Butler Avenue with dedicated site access from both major streets. The increased density of the site and proposed height increase of the buildings is to minimize the disturbance of site, minimize removal of the mature trees and to limit the alteration of the natural grades. The proposed buildings will provide safe and affordable homes and amenities to residents that blend natural &sustainable materials within the native terrain amid a landscape that complements the existing neighborhood surrounding and strives to become a valued addition to the overall community.



Project Narrative – Site

The project site is an undeveloped, forested site, comprising 13.65 acres, which slopes from the northeast to the southwest, and is surrounded by existing residential and public-school developments. Sinagua Middle School is located to the north and east of the property. Their sports complex is located directly to the north of the site, which includes open grass areas for baseball, football and running tracks. The school's parking lot abuts the eastern boundary of the site. The boundary to the west is N. 4th Street and across N. 4th Street is an existing multi-family project. The south boundary is E. Butler Avenue. Figure 1 (shown on page 3), shows the

existing site location and aerial. Some of the great benefits afforded on the proposed site plan encourage use of energy-efficient modes of transportation, such as buses at a new stop, high-volume bicycle storage lockers, a pedestrian-friendly pocket park, an accessible pocket plaza, as well as a series of inter-connected walking trails. A landscaped amphitheater, nestled within the site's natural grades, will provide a unique open-air space for community-scaled events of all types.



Figure 1 Location Map

The siting and more compact layout of the buildings is purposeful to minimize the disturbance of the trees and natural grades and to serve to protect the buildings during heavy rain and snow storms. The grading and drainage plans are designed to utilize landscaped retaining walls in order to minimize land disturbance while keeping the site grades and environment as natural as possible.

Primary access to the development will be from the west, off of North 4th Street. The 4th Street entrance has been moved further north to align with the drive aisle of the multi-family development to the West. A second right-in/ right-out auxiliary access is proposed off East Butler Avenue. The two will be connected through the development, providing central access routes for fire and waste management vehicles, as required. A planned expansion of the Butler Avenue and 4th Street intersection has been considered in the project's site planning.

The onsite parking lot drive aisles are designed to maximize longitudinal slope at 10% and cross grades at 5%. The Site layout and preliminary grading concept can be seen in the Grading and Drainage Plans. Terraced split face CMU retaining walls are utilized along the drive aisles, specifically the drive aisle connection from Butler Avenue, to achieve the desired slopes through the existing terrain. The Civil drawings show the retaining walls with section cut details. The drive aisle off Butler Avenue serves as an alternate access to both the commercial and residential areas of the site, into account the mobility and connection goals and policies defined in the Flagstaff Regional Plan 2030.

To provide a secondary access for the Flagstaff Fire Department, the project (Flagstaff at 4th, LLC) is entering into a private cross-access agreement with Assistant Superintendent Bob Kuhn

and the Flagstaff Unified School District #1 to provide the Fire Department a quick and exclusive access to the east side of the site in the event of a major fire. This connection will be to the existing fire access route at the south end of Sinagua Middle School, through a new gated, paved, and maintained fire department access drive. At the request of the Asst. Superintendent, a pedestrian walkway at the northeast corner of the site will connect the apartment residences with the school and its athletic fields, for future students and their family's convenience.

Parking areas are designed to be as close to the apartment buildings as possible, to provide easy access to parking within such a heavily sloped site. The majority of the parking is concentrated at the gently sloped, northeast portion of the site, devoted for use by the residents. Parking has been afforded on (2) sides of the commercial retail building, for both commercial and recreational civic space use.

The site will have mixed uses throughout, blending activities for all members of the community, utilizing multiple methods of transportation, within a natural and serene setting. Pedestrian activity of the residents will be encouraged by providing interconnected access to the site's amenities, through a series of accessible sidewalks and developed trails.

At each of the site's two entry points, a monumental sign will be located, to mark the project's presence off the major thoroughfares of Fourth Street and of Butler Avenue and to draw the community within. The signs will be constructed of the materials used on the buildings, showcasing the aesthetics of the design scheme.

In an effort to respect stormwater best practices, onsite vegetated swales will be used along the proposed access drives to direct water away from the roadways and building and to maintain a natural feeling to the site in accordance with the low impact development standards. The swales will be vegetated and help to reduce the sediment and pollutants from storm runoff. Additionally, retention and detention basins will be utilized in order to meet the pre vs post drainage requirement and in capturing the 1" first flush for impervious areas as required to meet the LID. The storm drain crossing of Butler Avenue will be analyzed in full detail to determine its capacity and to eliminate any flooding at this intersection.

The included Natural Protection Resource Plan depicts the steeper slopes on the site and also depicts the areas where those slopes are located. The Natural Protection Resource Plan can be viewed as a reference to see existing topography of the site.

A limited portion of the site is located within FEMA Flood Zone AE. No structures and or sidewalks will be located within this area. Currently, the site is affected by offsite flows. These flows run along a swale that conveys water along 4th Street from the northwest portion of the site to the southern portion. Additionally, flows from the west enter the site via culverts and are conveyed in the same swale to the south. This swale outfalls the site to the south via, (8) 48" CMP culverts. The site itself slopes runoff into the swale. The high point of the site is in the northeast corner at an elevation of 6,878.84 feet above sea level, with the low point located at the culverts, on the southeast side of the site, at an approximate elevation of 6,788.00 feet. The Concept Plan shows the direction and location of the existing Drainage Swales. The swales vary in width from approximately 15 feet to 30 feet. Existing swales are located on the west and south side of the properties. These swales convey runoff offsite to the south, across Butler Avenue. The offsite flows enter the site at the northwest corner as well as the southwest corner conveys upstream water across 4th Street via the CMP Culverts.

Current zoning for this parcel is Medium Density Residential. We are submitting for the project to

be re-zoned to Highway Commercial (HC), as other adjacent parcels have, in keeping with the General Plan and the designated Activity Center at 4th St. and E. Butler Ave. With the addition of a suburban-scaled commercial building and civic spaces, local residents will be provided with a source of convenience and activity, adding amenities that cater to the existing neighborhood infrastructure, while engaging the natural beauty of the site and its surroundings. This project compliments and furthers urban area goals and realizes the policies of the Flagstaff Regional Plan 2030. A Highway Commercial (HC) zone will allow both greater density and building height limit, allowing the project to concentrate the residential units, amenities and associated parking into a smaller footprint, creating less disturbance to the existing natural resources of the site.

With the relocation of 4th Street entry further north, the civic space extends from the primary entry and connects south to the commercial building's zone. The civic space will include a pocket park, small amphitheater in a pocket plaza and connecting accessible walk ways and trails that weaves through the majority of intact mature trees and forms a strong, yet natural, connection between the major functions and nodes of the project. The civic space provided makes use of a large area, in excess of the minimum 5% requirement, of available space along 4th Street and will help to enliven the approach to the intersection, while not interfering with the increasingly busier traffic patterns. Convenient parking will be shared with the commercial building nearby.

Waste will be collected and retained on-site at (4) trash enclosures, conveniently located nearby all of the residential buildings and to the commercial building. Double bins will be sized to accommodate both trash and recycling equally within each residential enclosure. A single enclosure will be dedicated to collecting waste at the commercial building with a single bin and space for additional rolling recycling containers. The enclosures are designed of materials integrated with the design aesthetic of the site, while serving their function of keeping waste out of view.

There have been no previous developments or heritage resources identified on the property. A cultural resources study has been conducted and a report prepared identifying no historic resources exist on the property. A copy of this report has been filed with the Flagstaff Heritage Preservation Commission and is included with the Site Plan submittal. No public utilities have been extended into the project site. Traffic poles for the intersection are located within easements of Butler Avenue and 4th Street. Apartment unit utilities are proposed to be all electric, including heating/ air conditioning, in-unit washers & dryers, and water heaters. A liquid propane gas tank will be located near the Clubhouse, dedicated for the building, pool heater and barbeque grills at the patio.

Being environmentally sensitive to the land, the project focuses on minimal disturbance to the site. All areas not graded or developed will remain in their natural state. Disturbed and graded areas will be seeded with a native seed mix to restore to pre-development conditions. All plant materials selected are native to the City of Flagstaff plant list and will be irrigated manually until maturation, when they will be sustainable without out the use of an additional irrigation system.

Project Narrative - Buildings

The proposed buildings consist of (4) four-story residential apartment buildings, for a total of 250,720 SF of building area, (with an approx. 227' x 80' building footprint) totaling 224 apartment units. The buildings consist of a blend of Studio, 1 & 2- Bedroom units. Centrally located to the

apartment buildings is a two-story, 4,756 SF Community Clubhouse/ Leasing Office with an outdoor pool and patio. A 6,000 SF commercial retail building anchors the project and marks its neighborhood presence at the intersection of North 4th Street and E. Butler Avenue. A combination of sidewalks and maintained trails, with benches interspersed, connect the buildings and traverse across the site.

Each apartment building will be type V-A construction, with a fully sprinkled fire suppression system. Each apartment building will be equipped with a central elevator, allowing for required Type A & B accessible units to be distributed throughout. The combined square footage represents a 43.98% total developed lot coverage (F.A.R.).

The apartment building development will be centralized in upper portion of the site, in the less forested and gently sloped portion of the property. Thus, tree removal will be minimized and the buildings will be aligned to take in the views to Mt. Eldon, the nearby San Francisco Peaks towards the north and Mogollon Rim views to the south. The commercial retail building is located near the Southeast corner of the site, and is situated to integrate and enhance the suburban community context.

Each of the building types on site, residential, commercial, and administrative, are all constructed of similar materials, in a common palette, sharing details & design elements, but each with a character unique to their own site and use. Stone veneer, wood-look siding, gabled metal roofs, and exposed wood members are all combined to exhibit an overall, unifying "theme", appropriate and responsive to the well-established traditional and historic context of the city of Flagstaff.

The buildings will provide views to significant landmarks and their placement on site will foster connectivity to neighboring residential and future retail developments, with various pedestrian walking and biking opportunities. The commercial component to the site has the potential to create both economic stimulus and promote the development as a suburban activity center for the area.

This project aspires to grow from its site; to be rooted within its immediate neighborhood; within the greater context of Flagstaff; the rustic and wooded northern region of Arizona; not to just be dropped within it.

Project Narrative – Conformance with Flagstaff Regional Plan 2030

Environmental Planning & Conservation – Ch. IV:

- *Goal E&C.2 Reduce greenhouse gas emissions.*
- *Policy E&C.2.1. Encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial, and residential sectors*
- *Goal E&C.5.Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.*
- *Policy E&C.5.2 Encourage and incentivize voluntary reduction of "exempt" lighting that degrades night sky visibility, and work to prevent light trespass whenever possible in both public and private areas.*
- *Policy E&C.5.3. Continue to enforce dark sky ordinances.*
- *Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.*
- *Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the*

region's diverse ecosystem types and associated animals.

- *Policy E&C.6.8. Disturbed area for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area.*
- *Goal E&C.9. Protect soils through conservation practices.*
- *Policy E&C.9.2. Construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion, and destruction of vegetation.*
- *Goal E&C.10. Protect indigenous wildlife populations, localized and larger-scale wildlife habitats, ecosystem processes, and wildlife movement areas throughout the planning area.*
- *Policy E&C.10.6 Conserve and restore important wildlife corridors throughout the planning area to allow wildlife to find suitable habitat in the face of climate change by moving along vegetational and elevational gradients.*

All of the apartment units will be furnished with high efficiency electric appliances, keeping operating costs lower annually, due to electric rates 4% lower than the National average and avoiding the average 16% higher cost of natural gas. Emissions from the burning of natural gas for heating will be eliminated. Residents will have the ability to program and control unit systems remotely, reducing heating or cooling needs during unoccupied hours. Gas heated water in the pool and gas for a fireplace in the clubhouse will be from an on-site propane tank, appropriately sized to a more limited usage. Low-flush toilets, high efficiency dish & clothes washers, energy efficient lighting and water conserving sink faucets & shower heads will be installed to actively reduce water and energy usage throughout the entire project. Water demand will be further reduced by using landscaping only native to the region, without the need for an installed irrigation system to grow, sustain and thrive. The project site lighting adheres to all City code dark skies measures to maintain appropriate light levels without additional light pollution bleeding into other areas. The native old growth tree line being maintained along the sloped portion of the site will further aid in keeping areas requiring 24-hour overhead lighting for safety, more hidden from the rest of the neighborhood and from contributing to over-lighting of the night skies. The commercial and public areas of the site will have lighting on timers that will turn off during the latest overnight hours. In re-zoning of this parcel from a Medium Density Residential (MR) to that of a Highway Commercial zone (HC), the apartment buildings can be taller and utilize a denser unit-per-acre ratio, allowing for a clustered development yielding more open space for nature trails, protecting soils, leaving native wildlife habitats and vegetation unaltered and not disturbing more natural areas. The existing sloped corridor bisecting the site will be preserved and maintained, allowing the free passage of wildlife along established routes.

Open Space – Ch. V:

- *Goal OS.1 The region has a system of open lands, such as undeveloped natural areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.*
- *Policy OS.1.4. Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.*
- *Policy OS.1.5. Integrate open space qualities into the built environment.*

A Highway Commercial zone is a mixed-use zone, where open spaces can be used by members of the entire community to gather and interact in nature. The development includes meandering trails with benches within a pocket park, connecting to a central pathway though the undisturbed

forested areas at the center of the parcel, opening towards other existing trails within Flagstaff's developed interconnected system (FUTS). The existing landscape will serve to buffer these natural amenities from the apartment buildings higher up and further back on the parcel.

Water Resources – Ch. VI:

- *Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.*
- *Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.*
- *Policy WR.5.3. Identify downstream impacts as the result of development, and provide for mitigation measures to address impacts. When Possible, mitigations should be non-structural in nature.*

Through the Concept and Site processes, this project has been designed to conform with all of the City's requirements to retain and mitigate site storm water run-off, to an acceptable level. Being an in-fill project on a currently undeveloped property will serve to reduce the total amounts of water already flowing off and through the established floodplain routes, including leading into the Rio de Flag. Part of the site sits within the 100-year flood plan, which will be deeded to the City for continued improvement and long-term maintenance. To further improve the quality and reduce the need for additional water utility demand, all of the structure's grading divert water away and into the landscaped areas. The landscape Concept for the development aims to support the City's long-term goals to encourage low-impact design principles and responsible development through the use of native and regionally-adapted plant materials, passive water harvesting techniques, preservation of natural vegetation and slope areas, and the engagement of public spaces and nature. The proposed plant materials are all selected from the City's approved low-water use plant list (Appendix 3). After the initial establishment period, the plant materials will be sustained by local rainfall and rainwater collection, with only occasional supplemental water required during periods of low rainfall. Disturbed landscape areas (grading and retention) without programmed uses will be revegetated with a native seed mix to reduce the need for supplemental irrigation. In addition, proposed landscape areas will be strategically graded to divert and catch surface runoff to take advantage of the use of local rainfall for plant use (Sec. 10-50.60.070). Rainwater harvesting also helps reduce off-site flooding and erosion by holding rainwater on the site (See diagram below). Significant topographic and native plant stands are preserved with thoughtful site design. The preserved natural vegetation enhances the site character, provides immediate user amenities, and promotes the long-term health of the overall natural system on site. Residents and visitors engage with the natural areas by way of low-impact trails and a public plaza and park. All of the plumbing fixtures and appliances will be of the type that conserve water, actively lowering the overall water use from the project.



Example of harvesting rainwater by directing runoff to landscaped areas.
(Source: www.harvestingrainwater.com, by Brad Lancaster)

Energy – Ch. VII:

- *Goal E.1. Increase energy efficiency.*
- *Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial project.*
- *Policy E1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation:*
    - *Public transportation*
    - *Bicycles*
    - *Pedestrians*
- *Policy E.1.13 Promote and encourage the use of fuel-efficient vehicles that use renewable fuels.*

This project will be constructed using smart and green building practices throughout. Materials will be from sustainable sources utilizing recycled content when possible. All of the appliances and equipment in each of the buildings in the development will be electric, except for the pool equipment, barbeques and fireplace, which will use an on-site propane tank for heating supply. The project will connect to the local electric utility, producing zero emissions from natural gas burning and the benefit of ease and safety in connecting to the main utility existing infrastructure. The local electric utility off-sets power demand through partnering with larger companies and schools to build on-site solar farms. This contributes to the project's commitment to using the most energy efficient practices during the life-cycle of the buildings. The development has features aimed at reducing resident's dependence on gasoline powered transportation, including a proposed bus stop along an established NAPIDA route. Enclosed secure bicycle lockers will be available in each apartment building, with a capacity well in excess of the minimum required by City codes. Additional to exterior racks are located convenient to each of the apartment buildings and outside the commercial building, near the pocket plaza and amphitheater. Accessible pedestrian routes will connect to and supplement those already well-established within the

neighborhood. An electric vehicle charging station will be installed and additional locations stubbed in for future access, convenient to the buildings on site. All of these features combine to allow for a reduction in the overall volume of parking stalls, leading to even more open area and undeveloped space.

Community Character – Ch. VIII:

- *Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.*
- *Policy CC.1.2. Continue to define and further develop the community character by incorporating the natural setting into the built environment at all design scales.*
- *Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.*
- *Policy CC.3.1. Encourage neighborhood design to be respectful of traditional development patterns and enhance the overall community image.*
- *Policy CC.3.2. Maintain and enhance existing buildings and blend well-designed new buildings into existing neighborhoods.*
- *Policy CC3.3. Emulate the most celebrated design traditions of Flagstaff, particularly the pre-Route 66 and early Route 66 eras.*
- *Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.*
- *Policy CC.4.3. Employ design solutions that balance the interface of the natural and built environments, with the most urbanized core activity areas being the most built, and the most rural areas being the most natural.*
- *Policy CC.4.5. Encourage local landscaping using Xeriscape, low-impact principles, and native vegetation wherever possible.*
- *Policy CC.4.6. Use landscaping to benefit the environment and improve aesthetics, in order to maximize the economic benefit that a well landscaped community provides.*
- *Goal CC.5. Support and promote art, science, and education resources for all to experience.*
- *Policy CC.5.3. Encourage the integration of art into public and private development projects.*

Through rezoning, this project's overall scale and character will be distributed and grouped into areas on the site that will blend and merge within the existing natural environment. The smaller scale commercial center is planned to be out near the busier intersection of 4th Street and Butler Avenue, connected by sidewalks and near a new proposed bus stop, surrounded by the sloping landscape and tall pines of native to the site. While the taller residential buildings are moved back, closer to the school and athletic fields, out of sight from surrounding residential developments and removed from the vehicle traffic of the intersection. Remaining spaces are left open and in their mostly natural state, made more available by increasing the density within the residentially developed areas, putting community services and civic and commercial amenities together at the commercial center. The multi-use features are located where they are most needed and most accessible, by the highest volume of intended users. Residents of the development and members of the community neighborhood will be free to commune and interact on more than half of the project's total site. All buildings will use materials common in appearance to those traditionally used in Flagstaff, at a scale proportional to the buildings themselves and to the context of the surrounding neighborhood. Exposed timber trusses and wood brackets recessed under cross gabled metal seam roofs follow the traditional forms found in the historic homes within Flagstaff.

(See images below), built to shed snow in the winter and provide shade in the sunny summers. Cut stone applied along the bases of the buildings and as accents up the walls calls back to stones being pulled from the site and stacked with thick mortar to build the solid foundations. Wood-style lap siding is trimmed-out at each corner and outside of the deep recessed windows harkening to long standing traditional building techniques. The building components used will be of high-quality, durable and sustainable modern materials, performing better and with less maintenance than their original counterparts. The buildings are designed to nestle into the wooded site to fit within and compliment the context of their setting. These buildings strive to belong to this site and not to just be placed upon it.



(Riodan Mansion, 1904, Flagstaff, AZ)



(Remodeled Historic Home, Flagstaff, AZ)



(Recent Multi-family Project, Flagstaff, AZ)

Residents will be able to access the site's commercial and public centers via a connecting pathway through the center of the more densely forested, high-sloped area, providing a pedestrian connection to the greater neighborhood trails and transportation nodes, through a natural environment.



(Intersection of 4th St. & E. Butler Ave., showing sloping terrain of site, Flagstaff, AZ)

The site's arrangement will encourage visits to activity nodes from the surrounding neighborhood residents via bus, bicycle, or by walking through any of the City's established sidewalk or FUTS pathways. Any natural areas not being developed will left untouched and all others being thoughtfully landscaped using only native, low-water demand species. All native old-growth trees on the site will be counted, cataloged and marked so that only those absolutely necessary to be removed would be, and a proportionate number replanted were appropriate. Public art and performances would be encouraged in the tiered amphitheater located on the site.

Growth Areas & Land Use – Ch. IX:

- *Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.*
- *Policy LU.1.1. Plan for and support reinvestment within the existing city centers and*

neighborhoods for increased employment and quality of life.

- *Policy LU.1.2. Develop reinvestment plans with neighborhood input, identifying the center, mix of uses, connectivity patterns, public spaces, and appropriate spaces for people to live, work, and play.*
- *Policy LU.1.3. Promote reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open space, and programs for the benefit and improvement of the local residents.*
- *Policy LU.1.4. Attract private investment by reinvesting in transportation infrastructure improvements as well as public utilities infrastructure for desired development size.*
- *Policy LU.1.5. Maintain and upgrade existing infrastructure and invest in infrastructure to make redevelopment and infill an attractive and more financially viable development option.*
- *Policy LU.1.6 Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.*
- *Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.*
- *Policy LU3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, public spaces, and connectivity as the structural framework for development.*
- *Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.*
- *Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.*
- *Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.*
- *Policy LU..5. Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.*
- *Goal LU.6. Provide for a mix of land uses.*
- *Policy LU.6.3. Encourage new mixed-use neighborhoods in appropriate location within the growth boundary.*
- *Policy LU.6.4. Provide appropriate recreational and cultural amenities to meet the needs of residents.*
- *Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.*
- *Policy LU.13.1. Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods.*
- *Policy LU.13.2. Consider public transit connections in suburban development.*
- *Policy LU.13.8. Locate civic spaces, parks, and institutional uses within neighborhood pedestrian sheds.*
- *Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighbor-woods.*
- *Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, cultural opportunities, and residential choices.*
- *Policy LU.18.1. Design activity centers and corridors appropriate to and within the context of each area type: urban, suburban, or rural.*

- *Policy LU.18.2. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well-designed public spaces, parks, plazas, and high-quality design.*
- *Policy LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.*
- *Policy LU.18.6. Support increased densities within activity centers and corridors.*
- *Policy LU.18.7. Concentrate commercial, retail, services, and mixed use with in the activity center's commercial core.*
- *Policy LU.18.8. Increase residential densities, live-work units, and home occupations within the activity center's pedestrian shed.*
- *Policy LU.18.9. Plan activity centers and corridors appropriate to their respective regional or neighborhood scale.*
- *Policy LU.18.10. Corridors should increase their variety and intensity of uses as they approach activity centers.*
- *Policy LU.18.12. Corridors should focus commercial development to the corridor frontage and residential to the back.*
- *Policy LU.18.13. Promote higher density development in targeted areas where economically viable and desired by the public.*
- *Policy LU.18.18. New development within existing activity centers should enhance the existing street pattern to meet goals and policies of the Regional Plan related to connectivity and complete streets.*

A Suburban Activity Center is envisioned to be a node of denser, mixed-use activities: housing, commercial buildings, parks, and civic spaces grouped at connected points spaced throughout Flagstaff. It was the recommendation of the High Occupancy Housing Specific Plan (Adopted February 20, 2018, Resolution 2018-08, Effective March 22, 2018, Pg. 100, Map 16) that the S18 – Canyon Del Rio Activity Node (as identified in the Regional Plan 2030) be upgraded from being a "Neighborhood scale" to a "Regional scale" activity center, indicating a desire by all the parties involved in that Plan's creation that this area encourage more higher-density projects to support and fulfill the goals of the 2030 Regional Plan. All that currently exists on the project's corner is an undeveloped forested space, with residential housing, a school, athletic fields and more undeveloped land adjacent to it, none of which is actively rounding out the character of an identified suburban activity center in the 2030 Regional Plan. This project parcel, once rezoned, seeks to include some of those elements which have yet to be developed, while maintaining a scale and character appropriate to the existing neighborhood context. It adds small-scale commercial, to support services suited to a suburban center, visible and inviting from the streets, making the corner desirable and attractive to long-term commercial tenants. The apartment buildings and clubhouse provide safe, affordable housing with walkable connections to amenities for enjoyment, clustered more densely together on an area flatter and with sparser vegetation growth, allowing mature areas to remain open and undeveloped, and vistas above and beyond the Northern pines surrounding the site to be open and clear. It adds open park space, a plaza and trails to connect the gaps between existing Flagstaff Urban Trail System (FUTS) paths. At the request of the school superintendent, there will be a direct connection from the development to Sinagua Middle School for students and staff to use if they live there. It seeks to add a special space uniquely suitable for small gatherings, art expression and cultural performance, while still being appropriate for sitting quietly and enjoying the serene environment, easily accessible but safe from the roads nearby. All landscaping is selected from native plant species, requiring nothing but natural irrigation and placed to anchor the built forms into the natural ones. This project upholds and enhances the

design traditions of Flagstaff and endeavors to be a seamless fit into the natural and scenic site to become a cherished part of the rich neighborhood fabric. The goal of this in-fill project is to provide quality, affordable housing for a variety of residents and their families, set within a connected series of spaces for activity, business growth, employment, entertainment and the enjoyment of nature. The project developers are entering into a development agreement with the City of Flagstaff, to provide a share of the costs associated with much needed infrastructure upgrades to both the utilities and street intersection that will extend beyond that required by the project alone, and serve the other residents of the neighborhood, current and future. It also includes transferring the portions of land within the 100-year floodplain along Butler Avenue to the City, to provide continuous and uninterrupted management along its whole course, back to the Rio de Flag Watershed. The project is conveniently located to the downtown area, being just over (3) miles away, less than a mile from the commercial activities developing along historic Route 66, near to Foxglenn Park, and the Flagstaff Aquaplex recreation center; all reachable by public bus, walking or by bicycle along existing sidewalks and FUTS trails, while being connected and easily accessible by traditional vehicle traffic. Many people working in the area will find living in this development ideally located for reaching destinations all across the rest of the city. With a mix of housing options, commercial services, employment opportunity, developed civic space, and open natural spaces this project seeks to provide a variety of scales and uses, all in-line and according to the policies and goals for its location on a suburban activity center, in the neighborhood context, within the city of Flagstaff urban boundaries, and within the greater context of the region.

Transportation – Ch. X:

- *Goal T.1. Improve mobility and access throughout the region*
- *Policy T.1.3. Transportation systems are consistent with the place type and needs of people.*
- *Policy T.1.4. Provide a continuous transportation system with convenient transfer from one mode to another.*
- *Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.*
- *Policy T.1.7. Coordinate transportation and other public infrastructure investments efficiently to achieve land use and economic goals.*
- *Policy T.1.8. Plan for development to provide on-site, publicly-owned transportation improvements and provide adequate parking.*
- *Goal T.3. Provide transportation infrastructure that is conductive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment.*
- *Policy T3.3 Couple transportation investments with the desired land use patterns to enhance and protect the quality and livability of neighborhoods, activity centers, and community places.*
- *Policy T3.8. Promote transportation options such as increased public transit and more bike lanes to reduce congestion, fuel consumption, and overall carbon emission and promote walkable community design.*
- *Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.*
- *Policy T.4.2. Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.*

- *Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.*
- *Policy T5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.*
- *Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.*
- *Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.*
- *Policy T.6.4. Encourage bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels.*
- *Policy T.6.5. Provide short – and long-term bicycle parking where bicyclists want to travel.*
- *Goal T.7. Provide a high-quality, safe, convenient, accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicles.*
- *Policy T.7.2. Provide public transit centers and options that are effectively distributed throughout the region to increase access to public transit.*
- *Policy T.7.3. Support a public transit system design that encourages frequent and convenient access points, for various transportation modes and providers, such as private bus and shuttle systems, park-and-ride lots for cars and bicycles, and well-placed access to bus, railroad, and airline terminal facilities.*
- *Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets.*
- *Policy T.8.6. Maintain the City's street infrastructure in a cost-effective manner to ensure the safety and convenience of all users.*
- *Goal T.11. Build and sustain public support for the implementation of transportation planning goals and policies including the financial underpinnings of the Plan, by actively seeking meaningful community involvement.*
- *Policy T.11.1. Maintain the credibility of the regional transportation planning process through the adaption of professional standards in the collection and analysis of data and in the dissemination of information to the public.*
- *Policy T.11.2. Approach public involvement proactively throughout regional transportation planning, prioritization, and programming processes, including open access to communications, meetings, and documents related to the Plan.*
- *Policy T.11.5. Promote effective intergovernmental relations through agreed-upon procedures to consult, cooperate, and coordinate transportation-related activities and decisions, including regional efforts to secure funding for the improvement of transportation services, infrastructure, and facilities.*

As a designated suburban activity center, pedestrian transportation is essential to ensure connectivity across the entire city. The project is catered to providing connections to active nodes both on the site and to points beyond. The site is located along an established route for the Flagstaff NAIPTA bus system. The developers are working with the public bus service, seeking to add a new bus stop as part of the project site. The accessible walks serve to provide residents with easy walkable connections to the bus stop, pocket park, pocket plaza and amphitheater, and commercial building, before connecting to the existing walks along Butler and 4th streets. The system of trails allows for persons with greater mobility to traverse the entire length of the site, to points close to and convenient to existing FUTS trails to the north and south. The project's location is ideal for bicycle enthusiasts, as it is amid and connected Flagstaff's established & interconnected system of paths and walks. In addition to bicycle racks located adjacent to each of the buildings in the development, residents have access to fully enclosed & secure bicycle lockers, (20) located

at each apartment building, with a capacity for (2) bicycles each, far exceeding minimum's required by city codes. By accommodating more alternate and pedestrian modes of travel, the project has reduced the number of parking stalls to encourage less automobile traffic. The project's varied amenities make it a viable activity destination, easy for residents, members of the community and others to enjoy all year round. Existing plans for upgrades to the 4th Street and Butler Avenue intersection are being accommodated in the design for access to and from this project, and through a development agreement, part of the associated costs will come from the project's developers. All impacts of the project's future residents on the existing local traffic patterns have been studied and complied, with the cooperation of the City's traffic engineering staff, into a comprehensive Traffic Impact Analysis (TIA), which will be made available for review and comment by all member's of the City staff, local residents and neighbors, or any interested parties in the public population.

Cost of Development – Ch. XI:

- *Goal CD.1. Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.*
- *Policy CD.1.2. Work collaboratively with private and non-profit economic development groups to provide for the most efficient and effective use of public and private development dollars.*
- *Policy CD.1.5. Require that new development pay for a fair and rough proportional share of public facilities, services, and infrastructure.*

Part of the rezoning actions taken for this project include cooperating with the City in the creation and execution of a development agreement, where the City and the developers work together to make sure needed infrastructure upgrades are made around the project's site and that the cost of the upgrades is shared proportionally. This additional cost being provided by the developers will be an added benefit to the whole community, to help get improvement projects out of the planning stages and into a reality of improved infrastructure.

Public Buildings, Services, Facilities & Safety – Ch. XII:

- *Goal PF.2. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.*
- *Policy PF.2.1. Prioritize infrastructure upgrades to encourage redevelopment and infill and meet land use goals.*
- *Policy PF.2.2. Require new developments to pay their fair share towards the cost of the additional capital improvements, infrastructure, and public service needs created by the development.*

This in-fill project development seeks to improve and enhance the quality of the neighborhood, including contributing to the upgrading of the infrastructure adjacent to the site, by providing safe, quality housing and active nodes, each of an appropriate design and scale. Many amenities are designated for use by the greater community and resident's alike, encouraging a communal and mutually beneficial atmosphere. Residents will be drawn in to be integral parts of the growing community, not just a group of people placed within it. Waste management, law enforcement, fire and emergency services access have all been considered and accommodated within the

development, without any special considerations to normal operations. With the cooperative development agreement in place, a shared financial load for infrastructure upgrades will be a benefit to everyone in the area.

Neighborhood, Housing & Urban Conservation – Ch. XIII:

- *Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.*
- *Policy NH.1.1. Preserve and enhance existing neighborhoods.*
- *Policy NH.1.2. Respect traditions, identifiable styles, proportions, streetscapes, relationships between buildings, yards, and roadways; and use historically appropriate and compatible building and structural materials when making changes to existing neighborhoods, especially historic neighborhoods.*
- *Policy NH.1.3. Interconnect existing and new neighborhoods through patterns of development, with complete streets, sidewalks, and trails.*
- *Policy NH.1.4. Foster points of activities, services, increased densities, and transit connections in urban and suburban neighborhoods.*
- *Policy NH.1.6. New development, especially on the periphery, will contribute to completing neighborhoods, including interconnecting with other neighborhoods; providing parks, civic spaces, and a variety of housing types; and protecting sensitive natural and cultural features.*
- *Policy NH.1.8. Prioritize the stabilization of a neighborhood's identity and maintain cultural diversity as new development occurs.*
- *Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.*
- *Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.*
- *Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.*
- *Policy NH.3.5. Encourage and incentivize affordable housing.*
- *Goal NH.4. All housing is safe and sanitary*
- *Policy NH.4.3. Address accessibility issues and other housing barriers to persons with disabilities or special needs.*
- *Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy efficient homes.*
- *Policy NH.4.6. Consider and integrate public transportation when possible in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.*
- *Goal NH.6. Neighborhood conservation efforts of revitalization, redevelopment, and infill are compatible with and enhance our overall community character.*
- *Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing resident should be addressed as early as possible in the development process.*
- *Policy NH.6.2 Use urban conservation too to revitalize existing underutilized activity centers to their potential.*

The main goal of this entire section is to ensure that every new development be designed and

planned to protect & enhance the quality and livelihood of all the varied and unique neighborhoods that make Flagstaff a quality, safe, growing, and prosperous city, in one of the most beautiful natural environments around. The Elkwood will feature units of studio, 1-bedroom and 2-beroom sizes, all at rates consistent with the local fair housing market. A portion of the units will be made available to lower-income residents, consistent with the city's needs for affordable housing to be available. Each unit's all-electric appliances will be new and of a high efficiency, to keep utility rates lower and more affordable. Central elevators in each apartment building and a forward-thinking design will allow for any unit in the residential buildings to be fitted for persons with disabilities. They can be situated on any of the four floors ~~or~~ and be any of the studio, 1-bedroom, or two-bedroom unit sizes, serving as diverse a population as possible. A lift in the clubhouse allows for complete access to the workout space on the 2nd floor. An accessible route following sidewalk paths connects each of the buildings to the clubhouse and its amenities, and then continues throughout the site to other activity areas of the bus stop, existing city sidewalks, the commercial building, the pocket park and the amphitheater. Rezoning to a Highway Commercial zone, allows for the mixed-use aspects of this development to round out and fill in with the needed activities, services and natural open spaces that define a suburban activity zone for the entire neighborhood, while reflecting its established sense of scale and overall quality of design. A healthy mix of higher density developments help to round out and bring increased levels of diverse activity into less sustainably developed suburban neighborhoods. Following design standards, the project seeks to meld a mildly contemporary style, using modern and durable materials that mimic wood siding and rough-cut stone, within traditional forms and detail features venerated in the building of the city's historic districts like gabled roofs and exposed wood framing.

Economic Development – Ch. XIV:

- *Goal ED.4. Support efforts to recruit diverse new businesses and industries compatible with the region.*
- *Policy ED.4.4. Identify and support community resources that assist new business, such as workforce development, marketing, building processes, venture capital, financing, and management.*
- *Goal ED.7.Continue to promote and enhance Flagstaff's unique sense of place as an economic development driver.*
- *Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image.*
- *Goal ED.8. Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers.*

The Elkwood's commercial building will open the opportunity for businesses of a variety of types, to provide needed goods and services for an activity center of an appropriate suburban context and scale. Every effort will be made on the part of the developers to secure leases from businesses that will serve to uphold and enhance the character of the neighborhood, and to become a permanent part of its fabric. The commercial building's spaces are small, simple, and flexible allowing for a wide variety of small businesses the opportunity to provide necessary services to the existing and available community market, in addition to serving the new residents in the development. Being conveniently located from both the downtown and the local airport will help to encourage businesses realize the greater workforce and economic potential afforded at this undeveloped location. They will be encouraged to be taking advantage of the existing steady traffic patterns along 4th Street and Butler Avenues as a viable and attractive market. This development's

residential market will not be aimed at students, as many of the recent higher density residential projects have been, but to supply much needed additional affordable workforce housing for a diverse and growing Flagstaff population and their families. With close proximity to jobs and services, non-personal vehicle public transportation links and bicycle and pedestrian connections being included, coupled with household energy savings incorporated into fixtures and appliances, residents will have many options available to make living at The Elkwood more affordable above and beyond the cost of rent alone.

Recreation – Ch. XV:

- *Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.*
- *Policy Rec.1.2. Promote public and private partnerships to offer parks, recreation facilities, and resources.*
- *Policy Rec.1.5. Incorporate sustainable building and maintenance technologies and universal design into parks and recreation facilities.*

Once rezoned, the project's clustering of developed areas will leave a high proportion of the space open and natural. While the project's intent is to leave these spaces as untouched as possible, the needs of getting out and interacting within nature will be accommodated by established trails and comfortable benches across the entire site. A pocket park on the site provides a quiet and peaceful respite off to the side of nearby 4th street, including those with disabilities. These trails will serve as links and portals to Flagstaff's existing FUTS network, the nearby aquatic center, and to neighborhood parks, schools, and other areas close by for recreational activities.

Project Narrative – Non- Conformance with Flagstaff Regional Plan 2030

Growth Areas & Land Use – Ch. IX:

- *Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.*
- *Policy LU.13.7. Include employment opportunities in all suburban activity centers.*

While the development will bring some employment opportunities to the activity center, for the permanent on-site office and maintenance staff and for the commercial properties, the parcel will not be developed as an employment center. Instead, the development's location makes it an ideal and safe place for employees and their families to reside, being located conveniently to downtown three short miles away, new and emerging businesses to the west along Butler Avenue, situated less than a mile to the north using 4th street at the intersection with Huntington Drive/ Industrial Drive, or continuing on to the growing economic corridor of Route 66. Teachers and educational staff would find living at Elkwood ideal, being within walking distance of Sinagua Middle School, Knoles Elementary, Northland Preparatory Academy, or the Flagstaff Public School District headquarters, or a short bus trip to nearby Northern Arizona University. Having so many diverse employment opportunities nearby makes the project a welcome and needed asset to any company looking to house their workforce.

Water Resources – Ch. VI:

- *Goal WR.3. Satisfy current and future human water demands and the needs of the*

natural environment through sustainable and renewable water resources and strategic conservation measures.

- *Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical.*

Active rainwater harvesting will not be employed on the site, opting instead to employ a landscape design strategy utilizing only drought-resistant native plant species, irrigation of which being the most commonly accepted use for harvested rain or grey water. These plantings will place a zero demand on the water supply of the site.

Energy – Ch. VII:

- *Goal E.2. Expand production and use of renewable energy.*
- *Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.*

Through efforts to retain and keep natural as much of the existing forested area as possible, the addition of an on-site ground-based renewal production array (i.e. solar) would require additional land disturbance and clearing. Each building's rooftop will have areas designated to meet the criteria as "solar-ready zones", as defined by the 2018 International Energy Conservation Code, Appendix CA. While no solar power generation will be included at this time, all of the buildings will be capable of supporting the installation of rooftop arrays in the future. A conscious decision was made to equip all of the site with highly efficient electric appliances and mechanical systems, provided by a single source utility, designed to make the demand as low as possible.

Thank you for your consideration, please let us know if you have any questions.

Sincerely,

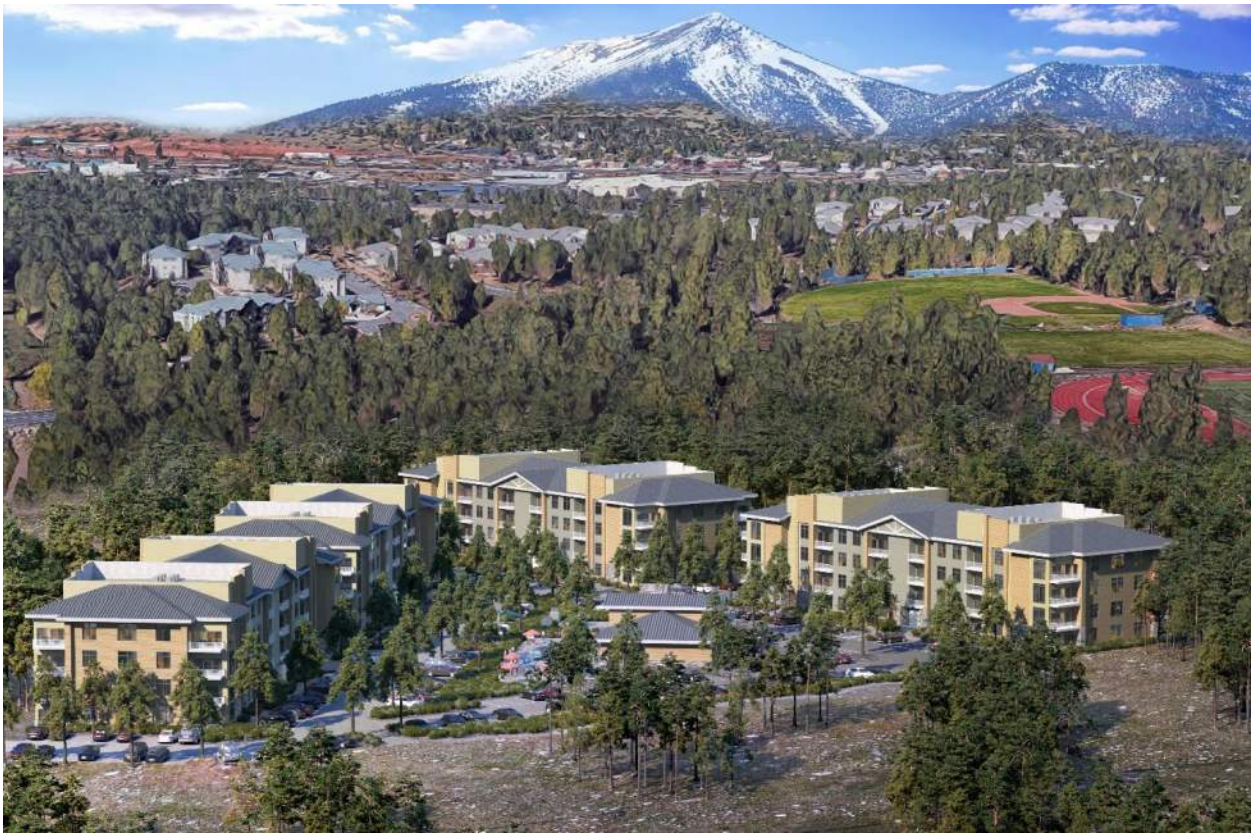
Stewart + Reindersma Architecture, pllc



Sake Reindersma, AIA
Sr. Partner

the elkwood flagstaff
Apartments

Neighborhood Meeting Plan



Project Name: the elkwood flagstaff Apartments
Project Location: 1002 N. 4th Street, Flagstaff, AZ 86004
Case Number(s): PZ-18-00205-02
Date Submitted: October 15, 2019

This Neighborhood Meeting Plan ("Plan") for the elkwood flagstaff is being submitted for your review and approval pursuant to Flagstaff Zoning Code (the "Code") Section 10-20.30.060.C.2. Please see below for a detailed outline of our proposed Plan. The neighborhood meeting is proposed to be held on October 29, 2019.

a. 1,000 Foot Property Owner Notification

The Code requires notification of a neighborhood meeting to be mailed to all property owners located within 300 feet, exclusive of rights-of-way, of a proposed site being considered for re-zoning, unless the Planning and Development Services Director ("Director") otherwise expands the required notification area. Per City staff's suggestion, an introductory public interest meeting about the project was held on February 7th, 2019. For that meeting, the notification area was been expanded to include those property owners located within 1,000 feet of the proposed site (Exhibit A). We will continue to follow that model for notifications of the local property owners for this, and the 2nd required public meeting. A corresponding list of property owners that are located within the proposed notification area with Coconino County Assessor's Office Parcel Numbers and mailing addresses is attached as Exhibit B.

b. Notification Methods

Pursuant to Code Section 10-20.30.060.D, notification of the neighborhood meeting will be mailed via first class mail to: (i) property owners located within 1,000 feet of the site, per City staff's direction; (ii) the situs or actual address of all tenants and residents living on the subject property (Exhibit C); and, (iii) homeowners associations and registered interested persons within 1,000 feet of the site. The City-provided notification list for homeowners associations and registered interested persons is attached hereto as Exhibit D. We propose installing a neighborhood meeting notification sign per the requirements of Code Section 10-20.30.060.D.6. The notification sign is proposed to be located at the intersection of N. Fourth (4th) Street and E. Butler Avenue, more specifically shown on Exhibit E. Please see Exhibit F for a copy of the proposed sign language.

The mailed notification is proposed to be mailed to applicable parties on October 19, 2019 to allow a minimum of a ten (10) calendar day notice window. Please see Exhibit G for a copy of the proposed mailing notification.

c. Neighborhood Meeting Format

The neighborhood meeting will be facilitated by the applicant as an open house style meeting. A project overview presentation will be given by the architect, to kick-off the meeting. Following that, there will be an opportunity for one-on-one questions and answers about the project with interested attendees, with answers from both the architects and members of the development team. Summary minutes will be taken to provide an overview of key discussion points, comments/concerns and other important information provided by those in attendance.

d. Stakeholder Comments

In addition to the opportunity for dialogue during the neighborhood meetings, comments cards will be provided at the neighborhood meetings in order to provide an opportunity for stakeholders to provide written comment, if desired. Any returned comment cards will be included in the Record of Proceedings.

e. Location, Date and Time of Neighborhood Meeting

As noted above, we propose holding the neighborhood meeting on Tuesday, October 29, 2019. The neighborhood meeting will be held during the evening hours from 6:30 PM to 8:00 PM. The neighborhood meeting will be held adjacent to the subject site at Sinagua Middle School, located at 3950 East Butler Avenue, Flagstaff, AZ 86004 (Exhibit H).

f. Methods to Keep the Director Informed of the Status and Results of the Neighborhood Meeting

A Record of Proceedings will be filed with the City of Flagstaff pursuant to Code Section 10-20.30.060.F.

g. Sign-Off Authorization

The staff planner has approved the above Neighborhood Involvement Plan.

By: _____ Dated: _____

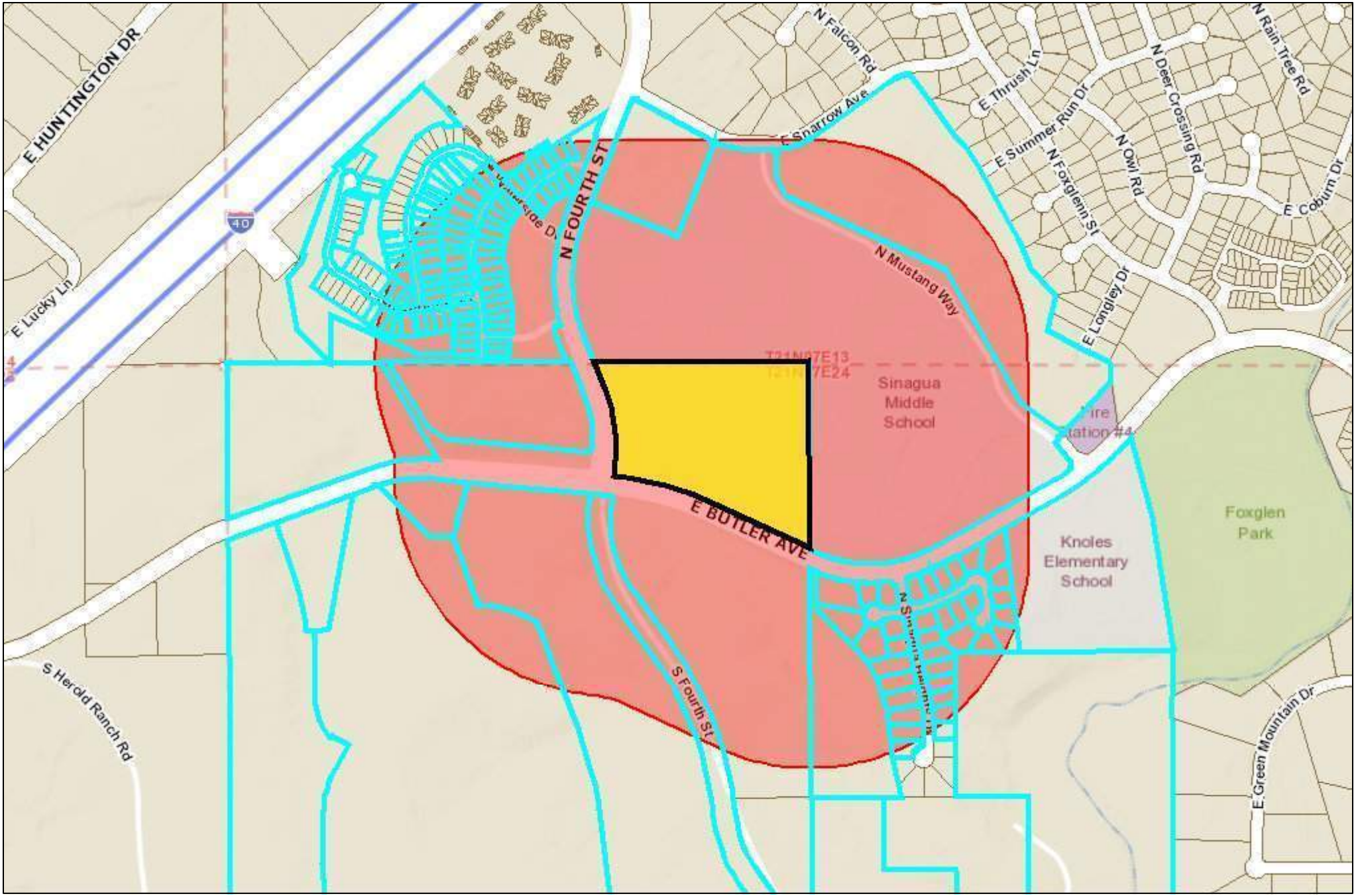
Exhibit A



1,000' Assessor's Map

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360



APN 106-08-005J 1,000' Buffer Map

Feet

0 335 670 1,340

October 3, 2019

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COCONINO COUNTY ARIZONA

Exhibit B



1,000' Property Owner Mailing List

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS STATE	SITUS ZIPCODE	OWNER ADDRESS	OWNER ADDRESS 2	OWNER CITY	OWNER STATE	OWNER ZIPCODE	OWNER COUNTRY
10608001C	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86004	211 W ASPEN AVE		FLAGSTAFF	AZ	86001	
10608002H	FLAGSTAFF UNIFIED SCHOOL DIST # 1	4005 E BUTLER AVE	FLAGSTAFF	AZ	86004	701 N KENDRICK		FLAGSTAFF	AZ	86001	
10608002M	FLAGSTAFF UNIFIED SCHOOL DISTRICT #1	3285 E SPARROW AVE	FLAGSTAFF	AZ	86004	701 N KENDRICK ST		FLAGSTAFF	AZ	86001	
10608002T	FLAGSTAFF UNIFIED SCHOOL DISTRICT #1	3950 E BUTLER AVE	FLAGSTAFF	AZ	86004	701 N KENDRICK ST		FLAGSTAFF	AZ	86001	
10608002V	FLAGSTAFF UNIFIED SCHOOL DISTRICT #1		FLAGSTAFF	AZ	86004	701 N KENDRICK ST		FLAGSTAFF	AZ	86001	
10611042	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86004	211 W ASPEN AVE		FLAGSTAFF	AZ	86001	
10611043	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86004	211 W ASPEN AVE		FLAGSTAFF	AZ	86001	
10611001	WASCHAK EDWARD & VALERIE	3890 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3890 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611002A	SINGH HARNATH & BEENA	3880 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3880 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611003A	ENNENGA WILMA GRACE	3870 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3870 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611004	SCHOTT JOSEPH P III & MARY H	3875 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	13161 N 71ST DR		PEORIA	AZ	85381	
10611005	VONESH FAMILY TRUST DTD 11-15-00	3885 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3885 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611006	GAINES ERNEST B	995 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	995 N SINAGUA HTS DR		FLAGSTAFF	AZ	86004	
10611019	SMITH STEVEN L	930 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	930 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611020	CULLY EDWARD H & JOSEPHINE S CPWROS	940 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	940 N SINAGUA HTS DR		FLAGSTAFF	AZ	86004	
10611021	JOHNSON WILLIAM E	950 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	950 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611022	BROSE RICHARD J & RHONDA A CPWROS	960 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	960 N SINAGUA HTS DR		FLAGSTAFF	AZ	86004	
10611023	CURLEY BRYAN S & MEREDITH A	970 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	970 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611024	LANE PATRICK J & KIMBERLY S	980 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	980 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611007	JESSEN MICHAEL L	985 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	985 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611008	SIMMONS LUKE J & JESSICA R	975 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	975 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611009	PELLIGRINI LOUIS J & CANDICE LIVING TRUST DTD 5-2-00	965 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	965 N SINAGUA HTS DR		FLAGSTAFF	AZ	86004	
10611010	KETTERING DUANE E	955 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	955 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611011	BRINGARD CHRISTOPHER T & MARTHA L	945 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	945 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611012	APPLIN BRUCE MICHAEL CPWROS ; APPLIN ALISON CARLISLE CPWROS	935 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	935 N SINAGUA HTS DR		FLAGSTAFF	AZ	86004	
10611013	BREHM FAMILY TRUST DTD 09/23/99	925 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	925 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611039	SCOTT JANE R	3920 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3920 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611034	LEGG JOHN B & MICHELE LB	3970 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3970 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611035	RICHARDS MICHAEL J & JANE M	3960 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3960 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611036	FISHER TIMOTHY P & SUSAN K JT	3950 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	PO BOX 3213		FLAGSTAFF	AZ	86003	
10611038	KINNEY WARD & TAMARA	3930 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3930 E KOKOPELLI LN		FLAGSTAFF	AZ	86001	
10611037	KING WESLEY CHRISTOPHER & STEPHANIE AILEEN MASSEY	3940 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3940 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611040	LEE WEN DA & SHING YIN	3910 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3910 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611041	BROWN MATTHEW O	3900 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	7975 N HWY 89		FLAGSTAFF	AZ	86004	
10611025	BOWIE JAMES I	990 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	990 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611026	MELLIES HOLGER	1000 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	STRAMDWEG 2A		TRAVEMUENDE		23570	GERMANY
10611027	UNO THOMAS WAYNE MASAO & UNO CATHERINE DAVENPORT	3915 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3915 E KOKOPELLI LN		FLAGSTAFF	AZ	86001	
10611028	YOUNG JEREMY P & SARA Z	3925 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3925 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611029	GEARHART JOHN R & CAROL MARIE	3965 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3965 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611030	SAUCEDO PAUL III & MARGIE	3995 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3995 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611031	SCHMELZER WILLIAM F	4000 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	4000 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611032	DUFEK PETER D JR	3990 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3990 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611033	CAMPBELL MARJORIE	3980 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	61 PINE RIDGE DR		FLAGSTAFF	AZ	86001	
10744031	MORISON-HOLMES PATRICIA A	1149 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1149 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744003	CHARARA GHASSAN	1160 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	7238 N 23RD ST		PHOENIX	AZ	85020	
10744004	BEHUNIN RYAN O	1156 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1156 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744005	BENNETT DEBORAH L	1152 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1152 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744006	BRADY MARTHA	1148 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1148 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744007	DARDEN KYLE	1144 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1144 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744008	DIMAIO DAWN L TRUST DTD 11-24-98	1140 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1140 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744009	STINEBUCK MARIE	1136 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1136 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744010	FERGUSON TRUST DTD 2-17-00	1132 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	PO BOX 374		CAVE CREEK	AZ	85327	
10744011	LIANG JIAN RU	1128 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1128 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744012	SHEA BRYAN F & LISA HEILMANN	1124 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1124 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744013	TISOT ANTHONY J & FAYETTE F	1120 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1120 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744021	STEPHENS MARTIN J	1109 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	2712 OAK VILLAGE TRL		DECATUR	GA	30032	
10744014	RICKEY ROBERT JOHN & ALANNIE B	1116 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1116 FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744015	BAHL NICHOLAS & SYDNIE	1112 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1112 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744016	WEBB MARK G	1108 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1108 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744030	KV RESIDENTIAL L L C	1145 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	PO BOX 23556		FLAGSTAFF	AZ	86002	
10744017	STODDARD DANIEL R & CATHY L	1104 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	20645 N HACKAMORE LANE		PAULDEN	AZ	86334	
10744018	GARRISON LEONARD W & CATHLEEN	1100 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1100 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744019	GRAY CLYDE L & COLLEEN M	1101 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	8227 W SWEETWATER AVENUE		PEORIA	AZ	85381	
10744020	BOWLING MELODY R	1105 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1105 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744022	J & M TRUST DTD 05-09-16	1113 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	2096 W UNIVERSITY AVE		FLAGSTAFF	AZ	86001	
10744023	COATES BRIAN	1117 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1117 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744024	PUGLISE CHRISTOPHER M & MELINDA J	1121 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	4601 N 32ND PL		PHOENIX	AZ	85018	
10744025	ASBURY THOMAS S IRREVOCABLE TRUST DTD 12-14-12	1125 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	247 E DESERT LEDGE PL		ORO VALLEY	AZ	85737	
10744026	WRIGHT GREGORY L & REBECCA J	1129 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1129 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744027	ALTMAN JERROLD K	1133 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1133 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744028	SKEELS LOIS E REVOCABLE TRUST DTD 5-7-87	1137 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1137 N FLOWING SPRINGS TR		FLAGSTAFF	AZ	86004	

10744029	SHOVERS BARBARA A	1141 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1141 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004
10744032	WARLOP DAVID MATTHEW	1153 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1153 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004
10744033	TINKLENBERG MARY E	1157 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1137 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744034	LAUDER GREGG R	1161 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	2354 W WEATHERBY WAY	CHANDLER	AZ	85286
10744035	CHRISTIE ALICE A	1165 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1165 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004
10744037	RAY BIDISHA	1173 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	5620 S 56TH AVE	LAVEEN	AZ	85339
10744036	REXINGER-ALEXANDER LIVING TRUST DTD 3-17-03	1169 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	6231 E MARK WAY NO 20	CAVE CREEK	AZ	85331
10744038	XIONG JUN	1177 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	5112 LE MICCINE TERR	SAN JOSE	CA	95129
10744039	GROSSKLAUS FAMILY TRUST DTD 8-6-97	1181 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	6202 E MCKELLIPS RD UNIT 278	MESA	AZ	85215
10744040	PALMER EMILY ELISE & CHRISTOPHER DAVID	1185 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1185 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004
10744001	KIRKENDALL CHRIS K	1168 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1168 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004
10744002	SHEA BRYAN F & LISA HEILMANN	1164 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1124 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004
10744052	MCCURRY RICKEY N & SANDRA L	1172 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	805 BROCHARDT BLVD	KNOXVILLE	TN	37934
10744046	SAWYER KIP A & DENISE L	1209 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	PO BOX 642	LAKESIDE	OR	97449
10744051	SID ANDREA L	1176 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1176 WARM SPRINGS TRL	FLAGSTAFF	AZ	86004
10744041	OAS CLAYTON J & SUSAN R	1189 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	2524 SHUMARD BLUFF DR	LEANDER	TX	78641
10744042	MEIER DONNA E	1193 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	108 HICKORY ST	GIBSON CITY	IL	60936
10744043	THOMSON JANET H REVOCABLE TRUST DTD 07-09-08	1197 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1197 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004
10744044	RUNGER BENJAMIN B & SAMANTHA L	1201 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1201 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004
10744045	MEINHARDT CHARLES J & MARGARET A	1205 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1205 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004
10744047	IVICEK JAMES A & JUDY	1192 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1950 N SPENCER CIR	FLAGSTAFF	AZ	86004
10744048	PECK BETTY M TRUST DTD 4-11-14	1188 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	6754 E EAGLE CREST DR	FLAGSTAFF	AZ	86004
10744049	VANHOOK RYAN L	1184 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1184 WARM SPRINGS TRL	FLAGSTAFF	AZ	86004
10744050	NEWGARD GREGORY A & AMANDA J	1180 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1180 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004
10608005H	SUNNYVALE LANDCO LLC	3100 E BUTLER AVE	FLAGSTAFF	AZ	86004	13115 FOUR STAR BLVD	AUSTIN	TX	78737
10608005J	FLAGSTAFF AT 4TH LLC	1002 N FOURTH ST	FLAGSTAFF	AZ	86004	8901 E MOUNTAIN VIEW RD STE 150	SCOTTSDALE	AZ	85258
10738139	VAIL JOHN RICHARD			AZ		3972 JIM OWENS	FLAGSTAFF	AZ	86001
10738144	TODACHEENIE PAUL J & LINDA M			AZ		PO BOX 3137	PAGE	AZ	86040
10738148	KOONCE DONALD L			AZ		505 E PASADENA AVE	PHOENIX	AZ	85012
10738151	ROHRBAUGH CONNIE			AZ		1401 N FOURTH ST NO 107	FLAGSTAFF	AZ	86004
10738145	BENSON GREGORY L			AZ		1401 N FOURTH ST UNIT 208	FLAGSTAFF	AZ	86004
10738142	BARNOSKI KATHYRNE L			AZ		505 E PASADENA AVE	PHOENIX	AZ	85012
10738143	VAIL JOHN R & TERESA A			AZ		3972 JIM OWENS	FLAGSTAFF	AZ	86005
10738146	WHEELER JACKIE C JR & EVELYN J			AZ		PO BOX 189	WICKENBURG	AZ	85358
10738147	KOONCE DONALD L			AZ		505 E PASADENA AVE	PHOENIX	AZ	85012
10738149	GOMES GERALDO C & SCARRAIN P			AZ		1774 LA JOLLA RANCHO RD	LA JOLLA	CA	92037
10738150	WOODWELL FAMILY LIVING TRUST UA DTD 05-25-17			AZ		29585 N 69TH PL	SCOTTSDALE	AZ	85266
10738136	THIEL KEN & CHRISTINA FAMILY TRUST DTD 02-12-09			AZ		42828 N 14TH ST	NEW RIVER	AZ	85087
10738137	PARKER MICHELLE G			AZ		1401 N FOURTH ST NO 112	FLAGSTAFF	AZ	86004
10738138	CONTI LESLIE			AZ		1401 N FOURTH ST NO 207	FLAGSTAFF	AZ	86004
10738140	VAIL JOHN RICHARD			AZ		3972 JIM OWENS	FLAGSTAFF	AZ	86001
10738141	SUMMIT PARK ASSOCIATES LLC			AZ		8601 N SCOTTSDALE RD NO 300	SCOTTSDALE	AZ	85253
10744135	FOREST SPRINGS TOWNHOMES UNIT 2 ASSOCIATION		FLAGSTAFF	AZ	86004	4578 N 1ST AVE STE 160	TUCSON	AZ	85718
10744065	ORTEGA ANA MARIA	1188 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1188 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744067	AXLINE STACEY D & TIMOTHY D	1176 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1176 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744064	RUBIO RAUL E & CARMELA	1196 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1196 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744066	COVINGTON CAROL L	1184 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1184 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744068	MIRAMONTE AT FOREST SPRINGS II LLC	1172 N WATERSIDE DR	FLAGSTAFF	AZ	86004	4578 N 1ST AVE STE 160	TUCSON	AZ	85718
10744069	SEDILLO RALPH B & BEATRICE I	1168 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1168 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744070	KELLY LIVING TRUST DTD 09-04-08	1164 N WATERSIDE DR	FLAGSTAFF	AZ	86004	4224 E LUPINE AVE	PHOENIX	AZ	85028
10744071	DORMAN FAMILY LIVING TRUST DTD 8-23-06	1160 N WATERSIDE DR	FLAGSTAFF	AZ	86004	PO BOX 2399	FLAGSTAFF	AZ	86003
10744073	COX PEGGY M	1148 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1148 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744072	OGILVIE BRUCE J & EVE E	1156 N WATERSIDE DR	FLAGSTAFF	AZ	86004	6422 W MADRE DEL ORO DR	PHOENIX	AZ	85083
10744074	JORDAN KIMBERLY A	1144 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1144 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744075	CONBOY JESSICA & ANDREW	1140 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1140 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744076	LAWRENCE DENNIS G & RUTH K	1136 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1136 WATERSIDE DR	FLAGSTAFF	AZ	86004
10744077	BARRON GARY HILL	1132 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1132 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744078	HERRON SARA J	1128 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1128 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744087	ZEGLIN FAMILY TRUST DTD 4-10-12	3159 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	PO BOX 1312	PAGE	AZ	86040
10744081	GARCIA ALICE P	3207 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	3207 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004
10744082	DAILY FAMILY TRUST DTD 06-09-00	3199 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	1857 EVERGREEN PATH	HAPPY JACK	AZ	86024
10744083	BENNETT FAMILY TRUST DTD 01-09-18	3191 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	3191 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004
10744084	ROY DIANA	3183 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	3183 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004
10744085	TERPAY BRIAN	3175 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	3175 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004
10744086	HEINRICH WAYNE & KAROLYN	3167 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	3167 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004
10744088	HORTON FAMILY TRUST DTD 9-10-86	3151 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	2368 BLOOMING VALLEY CT	HENDERSON	NV	89052
10744089	MIRAMONTE AT FOREST SPRINGS II LLC	3143 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	4578 N 1ST AVE STE 160	TUCSON	AZ	85718
10744112	MIRAMONTE AT FOREST SPRINGS II LLC	3144 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	4578 N 1ST AVE STE 160	TUCSON	AZ	85718
10744113	SERVIS STEPHANIE	3152 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	3152 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004
10744114	MORTON EMILY S	3160 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	3160 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004
10744115	TINKLENBERG MARY E	1137 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1137 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744116	ACEDO MERCEDES	1141 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1141 N WATERSIDE DR	FLAGSTAFF	AZ	86004

10744117	SUMA JULIE A	1145 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1145 N WATERSIDE DRIVE	FLAGSTAFF	AZ	86004
10744134	FOREST SPRINGS TOWNHOMES UNIT 2 ASSOCIATION	3088 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	4578 N 1ST AVE STE 160	TUCSON	AZ	85718
10744079A	FLORA REVOCABLE LIVING TRUST DTD 10-28-13	1124 N WATERSIDE DR	FLAGSTAFF	AZ	86004	16581 LANDAU LANE	HUNTINGTON BEACH	CA	92647
10744080A	BROWN FAMILY REVOCABLE TRUST DTD 02-26-15	1120 N WATERSIDE DR	FLAGSTAFF	AZ	86004	13872 E CARRUTHERS ST	VAIL	AZ	85641
10744054B	FOREST SPRINGS HOMEOWNER'S ASSOC INC	1201 N FOURTH ST	SEDONA	AZ	86004	323 S RIVER RUN RD NO 1	FLAGSTAFF	AZ	86001
10608005K	FLAGSTAFF FAMILY ASSOCIATES	1001 N FOURTH ST	FLAGSTAFF	AZ	86004	255 E RINCON ST STE 327	CORONA	CA	92879
10608005L	CDR LAND INVESTORS I LLC		FLAGSTAFF	AZ	86004	2700 N CENTRAL AVE 9TH FLOOR	PHOENIX	AZ	85004
10608005M	CDR LAND INVESTORS III LLC	3200 E BUTLER AVE	FLAGSTAFF	AZ	86004	2700 N CENTRAL AVE 9TH FLOOR	PHOENIX	AZ	85004
10608005N	CDR LAND INVESTORS I LLC		FLAGSTAFF	AZ	86004	2700 N CENTRAL AVE 9TH FLOOR	PHOENIX	AZ	85004
10608005P	ARIZONA STATE OF		FLAGSTAFF	AZ	86004	2700 N CENTRAL AVE 9TH FLOOR	PHOENIX	AZ	85004

Exhibit C



Tenant List with Mailing Addresses

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360

N/A:
Property is undeveloped without residents or tenants.

Exhibit D



City-Provided List of Homeowners Associations and Registered Interested Persons

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360

"Registry of Persons and Groups"
As Required in Zoning Code Section 10-20.30.080.B

Last updated: June 4, 2019

Friends of Flagstaff's Future
P.O. Box 23462
Flagstaff, AZ 86002
info@friendsofflagstaff.org
(928) 556-8663

Northern Arizona Building Association
1500 East Cedar Avenue, Suite 86
Flagstaff, AZ 86004
tbociung@nazba.org
(928) 779-3071

Northern Arizona Association of Realtors, Jeffrey Herd
1515 East Cedar Avenue, Suite C-4
Flagstaff, AZ 86004
naarflag@nazrealtor.com and
naargovaffairs@outlook.com
(928) 779-4303

Tish Bogan-Ozmun
5271 Mt. Pleasant Drive
Flagstaff, AZ 86004
tishflagstaff@gmail.com

Marilyn Weissman
1055 East Apple Way
Flagstaff, AZ 86001
(928) 779-5323
Missymoet@aol.com

Maury Herman
Coast and Mountain Properties
3 North Leroux Street
Flagstaff, AZ 86001
(928) 779-6211
mherman@coastandmountain.com

Nat White
1120 North Rockridge Road
Flagstaff, AZ 86001
white@lowell.edu

Charlie Silver
720 West Aspen Avenue
Flagstaff, AZ 86001
Cws720@gmail.com

Betsy McKellar
330 S Ash Lane
Flagstaff, AZ 86004
birdvest8@gmail.com

David Carpenter
495 S River Run Suite 100
Flagstaff, AZ 86001
dc@hopeaz.com

Dorenda Coleman
Arizona Army National Guard, AZAA-FMO
5636 E McDowell Rd, M5330
Phoenix, AZ 85008
dorenda.j.coleman.nfg@mail.mil

Mary Beth Dreusike
US Navy, Intergovernmental Branch
850 Pacific Highway
Building 1 – 5th Floor, Suite 513
San Diego, CA 92101
marybeth.dreusike@navy.mil

Celia Barotz
3354 N Crest Street
Flagstaff, AZ 86001
cbarotz@gmail.com

Norm Wallen
3716 N Grandview
Flagstaff, Az 86004
normwallenflg@gmail.com

Jay Christelman
Coconino County Community Development
2500 N Fort Valley Rd. Bldg 1
Flagstaff, Az 86001-1287
jchristelman@coconino.az.gov

Jess McNeely
Coconino County Community Development
2500 N Fort Valley Rd. Bldg 1
Flagstaff, Az 86001-1287

"Registry of Persons and Groups"
As Required in Zoning Code Section 10-20.30.080.B

Last updated: June 4, 2019

wmcneely@coconino.az.gov

Exhibit E



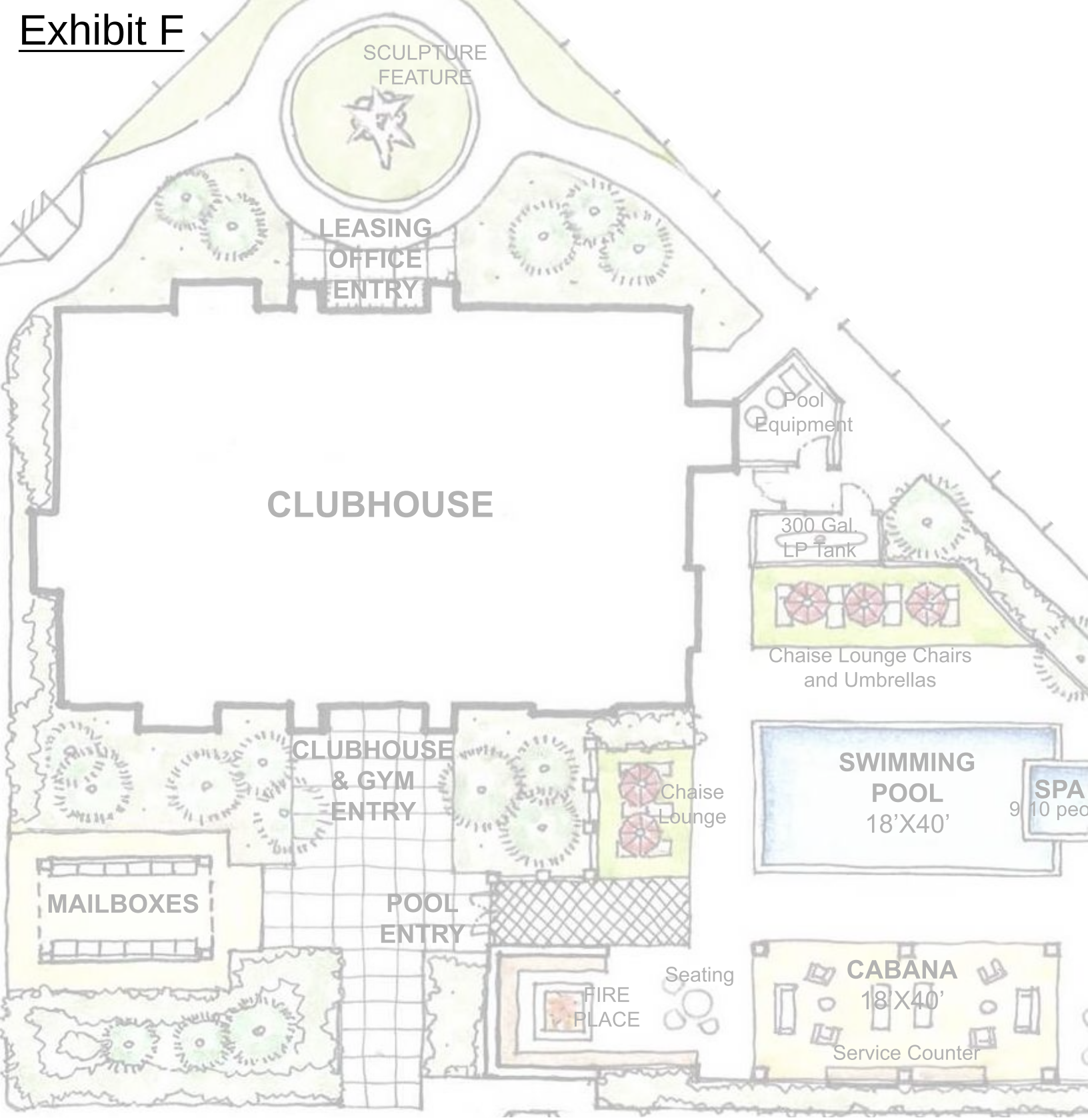
Proposed Sign Location

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360


Northland Preparatory Academy
Flagstaff Public Schools
Sparrow Ave
E Thrush Ln
E Summer Rain Dr
N Deer Crossing Rd
N Forgotten St
N Owl Rd
W Waterside Dr
N Flowing Springs Trail
Maverik
Pinehurst At Flagstaff
Sinagua Middle School
Butler Avenue Auto Spa
N Fourth St
E Butler Ave
S Fourth St
Micro Soccer
Thomas M Knoles Elementary School
PROPOSED 2-SIDED SIGN LOCATION

Exhibit F



Proposed Sign Language

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360

To Be Put on City Template – White Background/ Black Lettering

NEIGHBORHOOD MEETING FOR
the elkwood flagstaff Apartments
October 29, 2019 from 6:30 PM to 8:00 PM

LOCATION OF MEETING:
Sinagua Middle School Auditorium
3950 East Butler Avenue
Flagstaff, AZ 86004

REQUEST: Zoning Map Amendment

PROPOSAL: Amending the project parcel from a Medium-density Residential (MR) District to a Mixed-use Highway Commercial (HC) District to allow for the construction of apartment buildings, a leasing office/ clubhouse building and a commercial building, consistent with the neighborhood and with adjoining parcels.

PARCEL LOCATION: 1002 North Fourth Street, Flagstaff, AZ 86004

ASSESSOR'S PARCEL NUMBER: 106-08-005J

PARCEL SIZE: 13.65 Acres

Case Number: PZ-18-00205-02

APPLICANT:
Sake Reindersma, AIA
Stewart + Reindersma Architecture, pllc
ADDRESS: 5450 East High Street, Suite 200
Phoenix, AZ 85054
PHONE: (480) 515-5123
City of Flagstaff Planning & Development Services Department: (928) 213-2600
Posting Date: October 18, 2019

Exhibit G

Draft Neighborhood
Meeting Notification Letter

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360

Stewart + Reindersma Architecture, PLLC

October 15, 2019

Re: Zoning Map Amendment Application and Neighborhood Meeting Notification for the Parcel 106-08-005J, Located at 1002 North Fourth Street, Flagstaff, AZ 86004

Dear Property Owner, Resident, or Neighborhood Association President.

The purpose of this letter is to inform you, on behalf of Flagstaff at 4th., LLC that we have recently filed an application for a Zoning Map Amendment [PZ-18-00205-01] for a multi-family apartment and mixed-use commercial development located at the northeast corner of North Fourth Street and East Butler Avenue, 1002 North Fourth Street, Flagstaff, AZ 86004.

Project Overview:

This amendment to the Zoning Map, from a Medium Density Residential District (MR) will allow the construction of (224) apartment units, consisting of Studios, 1-Bedrooms & 2-Bedrooms, distributed between (4) 4-story buildings; a Clubhouse with a Fitness Center, Leasing Office, and Resident's Lounge with a natural gas burning fireplace; and a 6,000 square foot Commercial Building, housing up to (4) tenants to provide services of a scale appropriate, convenient and appreciated by all residents of the neighborhood.

The purpose of the Zoning Map amendment to a Highway Commercial District (HC) is to allow the apartment buildings to be of a greater height and unit density per acre than is allowed in the current Medium Density Residential District (MR). The taller buildings will be nestled among the pines in an area further back and away from view of the active intersection of Fourth St. and Butler Ave., leaving a higher proportion of the forested site to remain natural and undisturbed. The commercial building will a hub for public activity, beyond providing services to the community. A pocket park with benches and trails meandering through the old growth trees leads to an amphitheater and plaza with tiers fit within the natural topography of the site.

Each of the buildings is designed to be durable and of materials appropriate to the northern Arizona climate, with a character fitting the historic design traditions of the City of Flagstaff.

STEWART + REINDERSMA ARCHITECTURE, PLLC

We are inviting you to an evening informational session, which will be held at the following location:

Proposed Zoning Map Amendment
Neighborhood Meeting
Tuesday, October 29th, 2019
from 6:30 – 8:00 PM
Sinagua Middle School Auditorium
3950 East Butler Avenue,
Flagstaff, AZ 86004

We would appreciate your attendance at the session along with us, the project developer, and members of the City of Flagstaff Community Development Department to learn more about our proposed project, to ask any questions you may have and to make any suggestions about the project that you'd like to.

I would be happy to answer any questions or hear any concerns that you may have regarding this meeting or about the project. You may reach me at 480-515-5123 or via email to sake@sra360.com. The City of Flagstaff Planning & Development Manager assigned to this project is Mr. Patrick St. Clair. Mr. St. Clair can answer your questions regarding the City's review and hearing processes, as well as the staff's position once their report is complete. Mr. St. Clair can be reached at (928) 213-2612 or via email to pstclair@flagstaffaz.gov.

Sincerely,
Stewart + Reindersma Architecture, pllc



Sake Reindersma, AIA
Sr. Partner

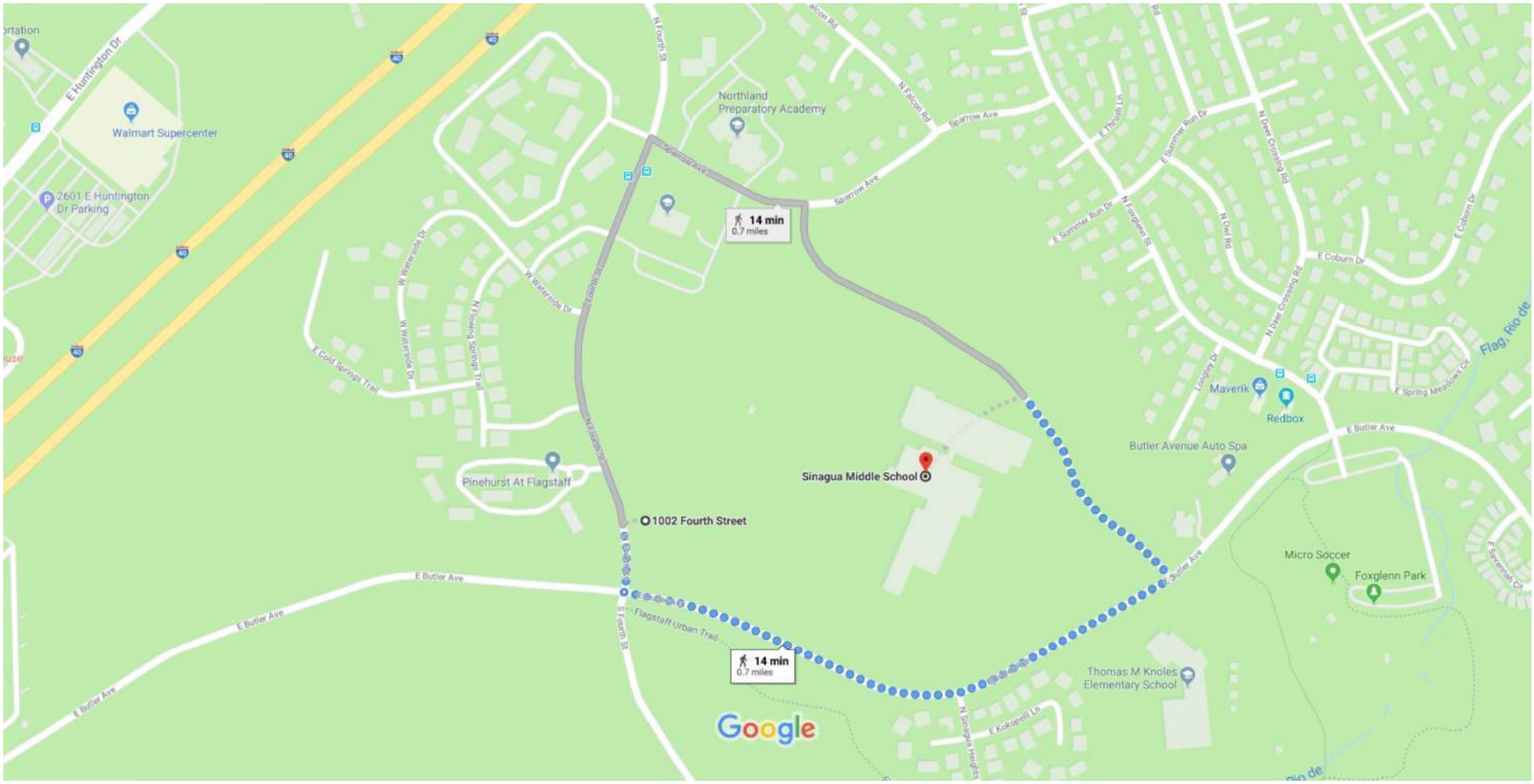
Exhibit H

Neighborhood Meeting Location

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360

Google Maps 1002 Fourth Street, Flagstaff, AZ to Sinagua Middle School Walk 0.7 mile, 14 min



Map data ©2019 Google 200 ft

The Elkwoods Flagstaff Community Meeting 10.29.19

Name	Address	Email
Richard Brose	960 N. Sinagua Hts, Flagstaff, AZ 86004	rjbrose@fourcornersenv.com
Stuart Marks	915 N Sinagua Hts Dr. Flagstaff, AZ 86004	morethanacarpenter@gmail.com
Rhonda Brose	960 N Sinagua Hts Dr Flagstaff AZ 86004	rabrose@fourcornersenv.com
Kathy Lampros	1680 N Wood Hollow Way 86004	lamjac@npgcable.com
Bryan & Meredith Curley	970 N. Sinagua Heights 86004	bscurley@me.com
Jim + Colleen Kelly	1164 N. Watersicle Dr 86004	jpkcode4@gmail.com
Greg Benson	1401 N. 4th.	Gregobn5na gmail
Jesse Vail	1401 N. Fourth	tavail@hotmail.com
Patrick A. Clark	–	C.o.F.

CALIBER
DEVELOPMENT

The Elkwoods Flagstaff

Neighborhood Meeting

October 29, 2019 6:30-8:00pm

Name: Jim Kelly

Address: Waterside Dr

Email or Phone: jpkcode4@gmail.com

CALIBER
DEVELOPMENT

Comments Regarding Development:

I am against the 4 stories, apts.
Very concerned with traffic
and single lanes! people
Too much development on Butler
& terrible traffic for the future!

OK For 3 story Apt not 4 stories!

CALIBER
DEVELOPMENT

The Elkwoods Flagstaff

Neighborhood Meeting

October 29, 2019 6:30-8:00pm

Name: Meredith Curley

Address: 970 N. Sinagua Heights DR

Email or Phone:
bscurley@me.com

CALIBER
DEVELOPMENT

The Elkwoods Flagstaff

Neighborhood Meeting

October 29, 2019 6:30-8:00pm

Name: Meredith Curley

Address: 970 N. Sinagua Heights DR

Email or Phone:
bscurley@me.com

CALIBER
DEVELOPMENT

Comments Regarding Development:

Thank you for . . .
a beautiful design
keeping the trees
adding trails
adding a bus stop
adding sidewalks
Right in only @ Butler

CALIBER
DEVELOPMENT

Comments Regarding Development:

Concerns:
Timing of new development
w/ expansion of Butler & 42
The City needs to communicate
the plan to residents
Work w/ city Re: school
crossing across Butler to
Elementary

CALIBER
DEVELOPMENT

The Elkwoods Flagstaff

Neighborhood Meeting

October 29, 2019 6:30-8:00pm

Name: STUART MARKS

Address: 915 N SINAGUA HTS DR.

Email or Phone: FLAGSTAFF, AZ. 86004

CALIBER
DEVELOPMENT

Comments Regarding Development:

TOO MUCH TRAFFIC ADDED IN THIS AREA!

MUST KEEP @ MEDIUM DENSITY!

CALIBER
DEVELOPMENT

The Elkwoods Flagstaff

Community Meeting Minutes 10.29.19

Attachments: Comment Cards and Sign In Sheet

The meeting began with a project introduction by Sake with SRA Architects and Roy Bade with Caliber. After an overview the meeting was turned over to the attendees for questions.

1. How many retail spaces will the project have?

   A: The building will be 6,000 sq. ft built as a grey shell, with the possibility of being up to 4-1,500 sq. ft spaces

2. What is the coverage of notice letters sent out?

   A: 1,000 feet

3. Where will the community amphitheater be located?

   A: It will be north of the retail area, close to the entry intersection

4. Will main access off of 4th Street have a turn lane?

   A: Yes

5. Is the bus stop a city requirement? Can residents help to get the bus stop approved?

   A: The bus stop is not a city requirement, but the property is on the current bus route and this area would be ideal. We are working with the City and NAIPTA Bus Line.

6. Will there be road improvements?

   A: Yes, we are building a sidewalk and working with the city on the improvement planned for widening 4th Street, Butler Ave. and the intersection. Our Development Agreement has fees that will go into the fund as well.

7. What will the rents be?

   A: We will be in line with market rate for studio, 1 & 2-bedroom units in Flagstaff. Currently looking at $900-$1300. 10% will be affordable units.

8. Where are we getting that market data? Does not think it supports the area

   A: Market studies are showing the need and we will stay in line with current market rate and are not going for market that other developments are targeting (i.e. student housing).

CALIBER
DEVELOPMENT

9. Traffic is a Major Concern (Majority of the questions were based on traffic concerns) Especially during school drop off and pick up times

A: We have engaged a Traffic Engineer that will work directly with the City Traffic Engineer, working together to provide a complete and accurate TIA

10. How many Units and Acreage?

A: 224 Units, 13.65 Acres

11. Is there an entrance on Butler?

A: Yes, a right in and right out

12. Does the school have access?

A: We will provide direct access from the project site and a sidewalk

13. What is the difference between Medium & High Density, how many stories?

A: Medium Density is 35'in height, not limited by number of stories

High Density is 60'. High Density allows higher units-per-acre ratio.

14. Resident expressed he likes the project and the design is beautiful, but current traffic infrastructure is not able to support it.

15. What is the deadline for rezoning decision?

A: We are still in the process, we have one more community meeting in December, then we should receive our hearing date for P&Z. Once approved in P&Z project will go to council

16. There is no cross walk for the schools or light at Elementary school

A: This is out of our project scope. One attendee commented that the Vice-Mayor is examining. The school speed zone is only 25, not 15, this is another added traffic issue

17. Will Caliber be long term owners?

A: Yes, our current plan is to hold on to and manage the property after development is complete.

18. There are many vacant retail spaces in the area, are we concerned about that?

A: Caliber is a healthy company with strong commercial experience and the space is being designed for mix-used capabilities

19. How are we dealing with Grade Changes?

A: All roads conform to the max 10%, and entrance is 2% per code

20. If our height is approved for 60' and Canyon De Rio compromised their height to 45', will they have legal rights to fight council to change their height?

A: Patrick with the City commented that they did not agree to that and it is not in their development agreement

21. Has the project always been design assuming zoning would be approved?

A: Concept approval follows procedure to prove the case for the re-zone from the beginning. The city has to see what is planned in order to approve rezoning. We are following correct procedures.

22. Where will construction staging take place?

A: Construction traffic management is being worked through City Engineering; we will do our best not to affect traffic.

23. How long will construction last?

A: Approx. 9-12 months

24. Has the traffic impact of Canyon del Rio been considered?

A: The Canyon del Rio Traffic Impact Analysis (TIA) has been submitted previously and would be part of the City's traffic data used to evaluate this project's

25. Where will traffic enter and exit?

A: There are entries at both 4th Street and Butler Ave. The one at Butler will only be right turn in or out. A "porkchop" concrete median can be placed in the middle of the drive to prevent attempted left turns either to or from Butler Ave.

26. Will being restricted to Medium Density make the project economically unviable?

A: Project is requesting re-zoning to be at the correct number of units.

27. Will project block existing views?

A: Existing trees remaining on site are already higher than building, even with height increase.

28. What are City's plans for the intersection improvements predicated on?

A: Intersection improvements were planned before project was started, and project is taking into account those changes, as much as possible. Improvements are approx. 30% along in design.

CALIBER
DEVELOPMENT

29. Are there other developments planned along Butler Ave. and have their traffic impacts been considered?

A: This information is not known or being considered in this project's scope, except by the City engineers.

Caliber Companies
8901 E Mountain View Rd | Suite 150 | Scottsdale | Arizona 85283
480-295-7600 | CaliberCo.com

NEIGHBORHOOD MEETING CERTIFICATION

I, Timothy Rice, the authorized representative of Flagstaff at 4th., LLC, do hereby attest that the neighborhood meeting for Project No. PZ-18-00205-01 was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code, including the following:

- [X] A Citizen Participation Plan, prepared in accordance with Section 10-20.30.030.C of the City of Flagstaff Zoning Code, was submitted to the City of Flagstaff on 10/04/2019 and accepted by the City of Flagstaff on 10/16/2019.
- [X] A list of property owners within 1,000 feet of the subject properties boundaries was prepared and submitted to the City of Flagstaff as part of the Citizen Participation Plan.
- [X] Notices of the neighborhood meeting were sent via first class mail on 10/15/2019 to all property owners within 1,000 feet of the subject properties boundaries, to all tenants residing on the subject property, to all Home Owners Associations (HOAs) within 1,000 feet of the subject property, and all persons or groups whose names are listed on the Registry of Persons and Groups.
- [X] A total of 1- Two Sided neighborhood meeting notification sign(s) were installed on 10/18/2019 at the following location(s):
    - (230) feet east of the intersection with N. Fourth St. on E. Butler Ave.
    - _____
    - _____
- [X] A written summary of the meetings, known as a Citizen Participation Report, was submitted to the City of Flagstaff on 11/04/2019.
- [X] Copies of the Citizen Participation Report were sent via first class mail on 11/27/2019 to all person who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant

Timothy R. Rice

Signature:

Timothy R. Rice

Elkwood Apartments Community Meeting

Thursday December 19, 2019

Name	Address	Email
Julie Suma	1145 N Waterside Dr	juliesuma@hotmail
P. Stalnaker	COF	PStalnaker@flagstaffaz.gov
Dewey Kettering	955 N. Sinagua Hts. Dr.	deweykettering@gmail.com

STEWART + REINDERSMA ARCHITECTURE, PLLC.

The Elkwoods Flagstaff

Community Meeting Minutes 12.19.19;

Held at: Aquaplex 1702 N. 4th St., Flagstaff at 6PM

Attachments: Comment Cards and Sign In Sheet

The meeting began with a project introduction by Sake Reindersma with SRA Architects and Monique Reindersma with SRA. After an overview the meeting was turned over to the attendees for questions.

1. How many bedrooms will the project have? Wondering if there will be any 3-bedroom and 4-bedroom units?

A: The buildings will each have a mix of 1 bedroom, 2 bedroom and Studio units. There are no current intentions to have 3- or 4-bedroom units.

2. The nearby Canyon Del Rio project agreed to lower their buildings to 3 stories after their City Council meeting. I live in Sinagua Heights and am concerned about the views.

A: Our buildings are currently under 60' and are close to adjacent tree heights and should not block views more than the existing terrain.

3. Will the intersection at 4th & Butler be raised?

A: Yes.

4. Do you have prospective tenants for the retail building? Is anyone on board yet?

A: No, not at this time. There could be a potential market, coffee shop, café, etc.

5. Are you going to do a traffic study?

A: Yes, it is completed, and currently being reviewed by the City.

6. Do you have a collective traffic study including Canyon Del Rio and neighboring properties?

A: Yes, that is part and included in our traffic study currently being reviewed by the City.

7. What is the demand for apartments, do you have a study?

A: The apartments are currently being proposed for workforce housing, not student housing. There is a current need that supports visiting professors and medical professionals, etc.

8. Are they coming from Kachina?

A: We are not sure where they are coming from, the studies do not get into that level of detail.

9. Don't take this personal, we will be at the City Council meetings.

A: Yes, we love to hear your comments and any concerns that you have and look forward to seeing you at the meetings.

10. Is there a P+Z meeting coming up?

A: Yes, about a month away, but the City has not scheduled it as of yet.

11. (Dewey) – I sent Patrick an e-mail after the last meeting with questions?

A: (Patrick) - Yes, I received your e-mail and responded to it and forwarded it on to others at the City.

12. We are excited about the bike lanes and sidewalks you are adding, but we are concerned about the traffic and kids crossing to get to the middle school.

A: The traffic study will address these concerns.

13. The building designs look very pretty; we just don't want to see them from everywhere- height issue?

A: Caliber takes very excellent care of and personally manages the properties that they develop to the highest standards.

14. When is the proposed start of construction?

A: Our construction documents are at about 95% complete and we will be submitting as soon as we have site plan approval and our first P+Z Meeting comments. We hope to be under construction by June.

15. It's all perspective but if you're in a single-family residence then this won't increase our property values.?

A: Understood.

16. Who will be receiving invites for the next meeting?

A: Everyone on the current list will receive an invitation to future meetings. We also included those outside of the required area to include more neighbors.

NEIGHBORHOOD MEETING CERTIFICATION

I, Timothy Rice, the authorized representative of Flagstaff at 4th., LLC, do hereby attest that the neighborhood meeting for Project No. PZ-18-00205-01 was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code, including the following:

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    - _____
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- [X] Copies of the Citizen Participation Report were sent via first class mail on 01/02/2020 to all person who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant

Timothy R. Rice

Signature:

_____



Planning & Zoning Hearing Submittal 07-08-2020

THE ELKWOOD FLAGSTAFF

APARTMENTS
1002 N. 4TH ST., FLAGSTAFF, AZ 86004
APN: 106-08-005J

PROJECT TEAM:

OWNER
Caliber Company
8901 E. Mountain View Rd., Suite 152
Scottsdale, AZ 85258
Tel: (480) 295-7600

ARCHITECT
Stewart + Reindersma Architecture, PLLC
5450 E. High Street, Suite # 200
Phoenix, AZ 85054
Tel: (480) 515-5123
www.sra360.com

CIVIL
Larson Engineering, Inc.
6380 E. Thomas Rd., Suite 300
Scottsdale, AZ 85251
Tel: (480) 212-4200

LANDSCAPE ARCHITECTURE
Evergreen Design Group
2375 e. Camelback Rd., Suite 300
Phoenix, AZ 85016
Tel: (800) 680-6630

MECH/PLUMB/ELEC ENGINEERS
Bowie Tiglas Engineering
24820 N. 16th Ave, Suite 170
Phoenix, Arizona 85085
Tel: (602) 992-3900 Ext. 1

STRUCTURAL ENGINEERS
Bixler & Associates
8360 East Raintree Drive, Suite 110
Scottsdale, AZ 85260
Tel: (480) 219-2886

SHEET INDEX:

02-CIVIL
C1 OVERALL GRADING & DRAINAGE PLAN
C2 ENLARGED GRADING & DRAINAGE PLAN
C3 ENLARGED GRADING & DRAINAGE PLAN
C4 ENLARGED GRADING & DRAINAGE PLAN
C5 ENLARGED GRADING & DRAINAGE PLAN
C6 UTILITY PLAN
C7 NATURAL RESOURCE PROTECTION PLAN
C8 EXISTING RESOURCE PLAN
C9 REMOVAL RESOURCE PLAN
C10 REMAINING RESOURCE PLAN

03-LANDSCAPE
LP.1 PRELIMINARY LANDSCAPE PLAN
LP.2 LANDSCAPE AREA CALCULATIONS

04-SITE
AS1.0 SITE PLAN - MASTER SITE PLAN
AS3.0 SITE PLAN - SITE ASSESMENT PLAN
AS4.0 SITE PLAN - PARKING AND AMENITIES

08-ARCHITECTURAL-APARTMENT BUILDING
AP1.1 FLOOR PLAN - 1ST FLOOR
AP1.2 FLOOR PLAN - 2ND THRU 4TH FLOORS
AP4.1 EXTERIOR ELEVATIONS - APARTMENT BLDG 1
AP4.2 EXTERIOR ELEVATIONS - APARTMENT BLDG 1

13-ARCHITECTURAL - CLUBHOUSE BUILDING
AC1.1 FLOOR PLAN - 1ST & 2ND FLOORS - CLUBHOUSE
AC4.1 EXTERIOR ELEVATIONS - CLUBHOUSE

18-ARCHITECTURAL-COMMERCIAL BUILDING
AR1.1 FLOOR PLAN - 1ST FLOOR - COMMERCIAL BUILDING
AR4.1 EXTERIOR ELEVATIONS - COMMERCIAL BLDG

STEWART + REINDERSMA ARCHITECTURE, PLLC

5450 E. High Street, Suite 200
Phoenix, Arizona 85054
P: 480.515.5123
www.sra360.com

architect:
REGISTERED ARCHITECT
42451
SAKE H. REINDERSMA
ARIZONA USA
EXP. 3/31/2020

contact:

contact:
Flagstaff at 4th, LLC
8901 E. Mountain View Rd.
Scottsdale, AZ 85258
Contact: Roy Bade
C: (480) 295-7600

This drawing is an instrument of service and the property of Stewart + Reindersma Architecture, PLLC and shall remain their property. The use of this drawing shall be restricted to the original site for which it is prepared and publication there of is expressly limited to such use.

PROJECT:
the elkwood flagsatff apartments
1002 N. 4TH. STREET
FLAGSTAFF, AZ 86004

date: **02/10/2020**
Issued for:
90% Construction Documents
rev #

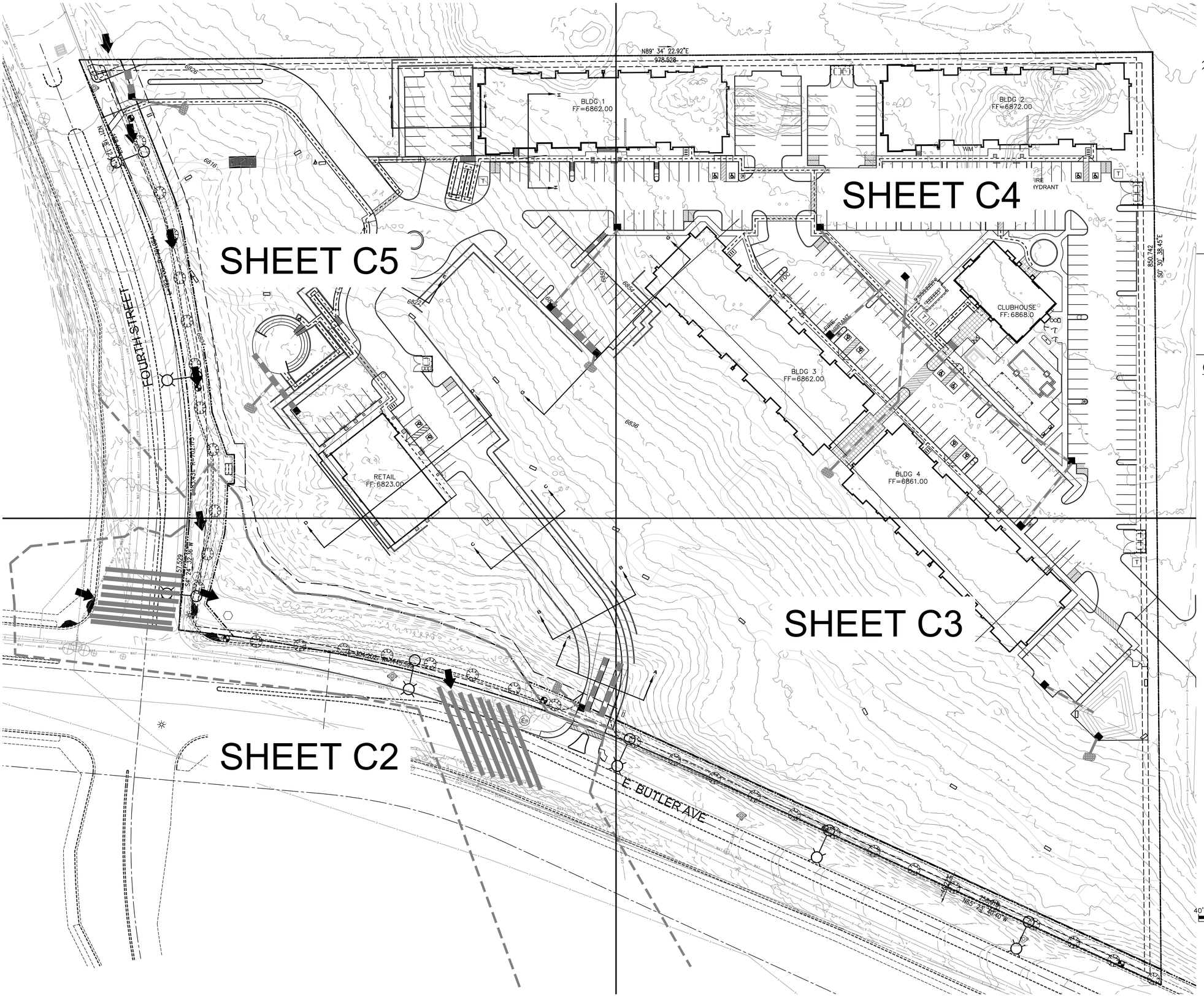
Rev	Description:	Date:

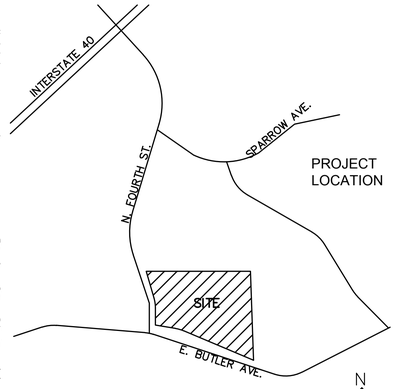
Job No.: **18-050**

Sheet Title:
TITLE SHEET

Sheet No.:
TS .01

6/22/2020 11:15:24 AM C:\Users\TRICE\Documents\x18-050 xBase_Site_timHKAPZ.rvt





VICINITY MAP

N.T.S.

PROJECT CONTACTS

OWNER/DEVELOPER:

CALIBER COMPANY
5901 E. MOUNTAIN VIEW ROAD, #150
SCOTTSDALE, AZ 85258
TEL: 480.295.7600
CONTACT: ROY BADE

ARCHITECT:

SRA 360
5450 E. HIGH STREET, #200
PHOENIX, AZ 85054
TEL: 480.515.5123
CONTACT: SAKE REINDERSMA, RA

CIVIL ENGINEER:

LARSON ENGINEERING, INC.
6380 E, THOMAS ROAD,#360
SCOTTSDALE, AZ 85251
TEL: 480.212.4200
CONTACT: MICHAEL HREHA, P.E.

SITE DATA:

PROJECT AREA:	595,029 S.F..	13.66 ACRES
A.P.N.	106-08-005J	

PARKING DATA:

SEE AS.1 FOR PARKING INFORMATION

LEGEND

- CURB
- PROPERTY LINE
- EXIST CONTOUR
- PROP CONTOUR
- EX. SEWER
- EX. WATERLINE
- PROP. SEWER
- PROP. WATERLINE
- 17–24.9% SLOPE
- 25 –34.99% AND GREATER SLOPE
- 35% AND GREATER SLOPE
- DISTURBED AREA AND SLOPE

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Scottsdale, AZ. 85251
480.212.4200 (f)480.212.4201
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STEWART + REINDERSMA architecture, pllc
5450 E. High Street, Suite 200
Phoenix, Arizona 85054
p: 480.515.5123
www.sra360.com

architect: NOT FOR CONSTRUCTION

consultant: NOT FOR CONSTRUCTION

contact:
FLAGSTAFF AT 4TH, LLC
8901 E. MOUNTAIN VIEW RD.
SCOTTSDALE, AZ 85258
CONTACT: ROY BADE
c: (480) 295-7600

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project:
THE ELKWOOD FLAGSTAFF APARTMENT RESIDENCES
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
job no.:	18-050

sheet title: GRADING AND DRAINAGE PLAN

sheet no.: C1

MATCHLINE SEE SHEET C5

MATCHLINE SEE SHEET C3

CASH IN LEIU OF FUTURE ROADWAY IMPROVEMENTS

EXIST 8–48" CMP CULVERTS

DRAINAGE FLOWS

OFFSITE FLOWS

EX. DRAINAGE SWALE APPROX 30' WIDE

CASH IN LEIU OF FUTURE ROADWAY IMPROVMENTS

EX. STREET LIGHT

PROPOSED RETAINING WALL (TYP)

APPROX LIMITS FEMA FLOOD ZONE 'AE' EL 6797' RURAL FLOODWAY'

DRAINAGE FLOWS

PROP. UNDERGROUND STORAGE 'UG3' Vpro: 20,881

EXIST 8–48" CMP CULVERTS

PROP CATCH BASIN WITH SEDIMENT FILTER (LID)

CULVERT FOR EX. SWALE

TC: 14.39 P: 13.89

TC: 14.25 P: 13.75

TC: 7.50 P: 7.00

TC: 6.50 P: 6.00

TC: 2.87 P: 2.37

TC: 2.43 P: 1.93

TC: 98.37 P: 97.87

TC: 96.93 P: 96.43

TC: 95.50 P: 95.00

TC: 98.25 P: 97.75

TC: 97.12 P: 96.62

TC: 96.00 P: 95.50

FG: 18.0

TW: 18.0 BW: 13.0

TW: 17.0 BW: 12.0

ROCV CALCULATIONS

DISTURBED AREA: 280,996 SF
1" OVER AREA: 23,416 CF

EXTENDED RETENTION BASINS

BASIN	VOLUME
A	6,968 CF
B	7,974 CF
C	4,866 CF
UG1	1,649 CF
UG2	4,134 CF
UG3	1,649 CF
TOTAL	27,240 CF

LEGEND

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- EX. SEWER
- EX. WATERLINE
- PROP. SEWER
- PROP. WATERLINE
- 17–24.9% SLOPE
- 25 –34.99% AND GREATER SLOPE
- 35% AND GREATER SLOPE
- DISTURBED AREA AND SLOPE

20' 0 20' 40'

1" = 20'-0"
GRAPHIC SCALE

Larson Engineering, Inc.
6380 E. Thomas Road, Suite 300
Scottsdale, AZ, 85251
480.212.4200 (f)480.212.4201
www.larsonengr.com

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STEWART + REINDERSMA architecture, pllc
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Phoenix, Arizona 85054
p: 480.515.5123
www.sra360.com

architect: NOT FOR CONSTRUCTION

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contact:
FLAGSTAFF AT 4TH, LLC
8901 E. MOUNTAIN VIEW RD.
SCOTTSDALE, AZ 85258
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project:
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1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
job no.:	18-050

sheet title: GRADING AND DRAINAGE PLAN

sheet no.: C2

MATCHLINE SEE SHEET C4

MATCHLINE SEE SHEET C2

E. BUTLER AVE

BLDG 4
FF=6861.00

PROP TRASH ENCLOSURE

PROP CATCH BASIN WITH SEDIMENT FILTER (LID)

PROP RETENTION BASIN "A"
Vpro: 4,136

PROP OUTLET STRUCTURE

TC: 60.54 P: 60.04
TC: 59.94 P: 59.44
TC: 60.13 P: 59.63
TC: 60.03 P: 59.53
TC: 61.40 P: 60.90
TC: 61.49 P: 60.99
TC: 61.54 P: 61.04
TC: 61.14 P: 60.64
TC: 60.33 P: 59.83
TC: 59.49 P: 58.99
TC: 58.68 P: 58.18
TC: 58.77 P: 58.27
TC: 58.00 P: 57.50
TC: 57.64 P: 57.14
TC: 58.10 P: 57.60
TC: 57.44 P: 56.94
TC: 57.18 P: 56.68
TC: 57.38 P: 56.88
TC: 57.10 P: 56.60
TC: 57.19 P: 56.69
TC: 56.66 P: 56.16
TC: 56.59 P: 56.09
TC: 56.05 P: 55.55
TC: 56.47 P: 55.97
TC: 55.51 P: 55.01
TC: 55.68 P: 55.18
TC: 55.75 P: 55.25
TC: 55.60 P: 55.10
TC: 62.00 P: 61.50
TC: 61.34 P: 60.84
TC: 59.92 P: 59.42
TC: 60.00 P: 59.50
TC: 2.87 P: 2.37
TC: 98.25 P: 97.75
TC: 7.12 P: 6.62

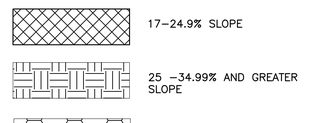
FG: 60.2
FG: 57.5
FG: 59.0
FG: 58.0
FG: 57.5
SW: 59.40

-2.4%
-1.6%
-2.6%
-2.0%

6860
6862
6858
6856
6854
6852
6850
6848
6846
6844
6842
6840
6838
6836
6834
6832
6830
6828
6826
6824
6822
6820
6818
6794
6796
6798
6800
6802
6804
6806
6808
6810
6812
6814

WAT
GAS
OHP

N65°23'40"W 253.16'



1" = 20'-0"
GRAPHIC SCALE

LEGEND

- CURB
- PROPERTY LINE
- EXIST CONTOUR
- PROP CONTOUR
- EX. SEWER
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- 17–24.9% SLOPE
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- DISTURBED AREA AND SLOPE

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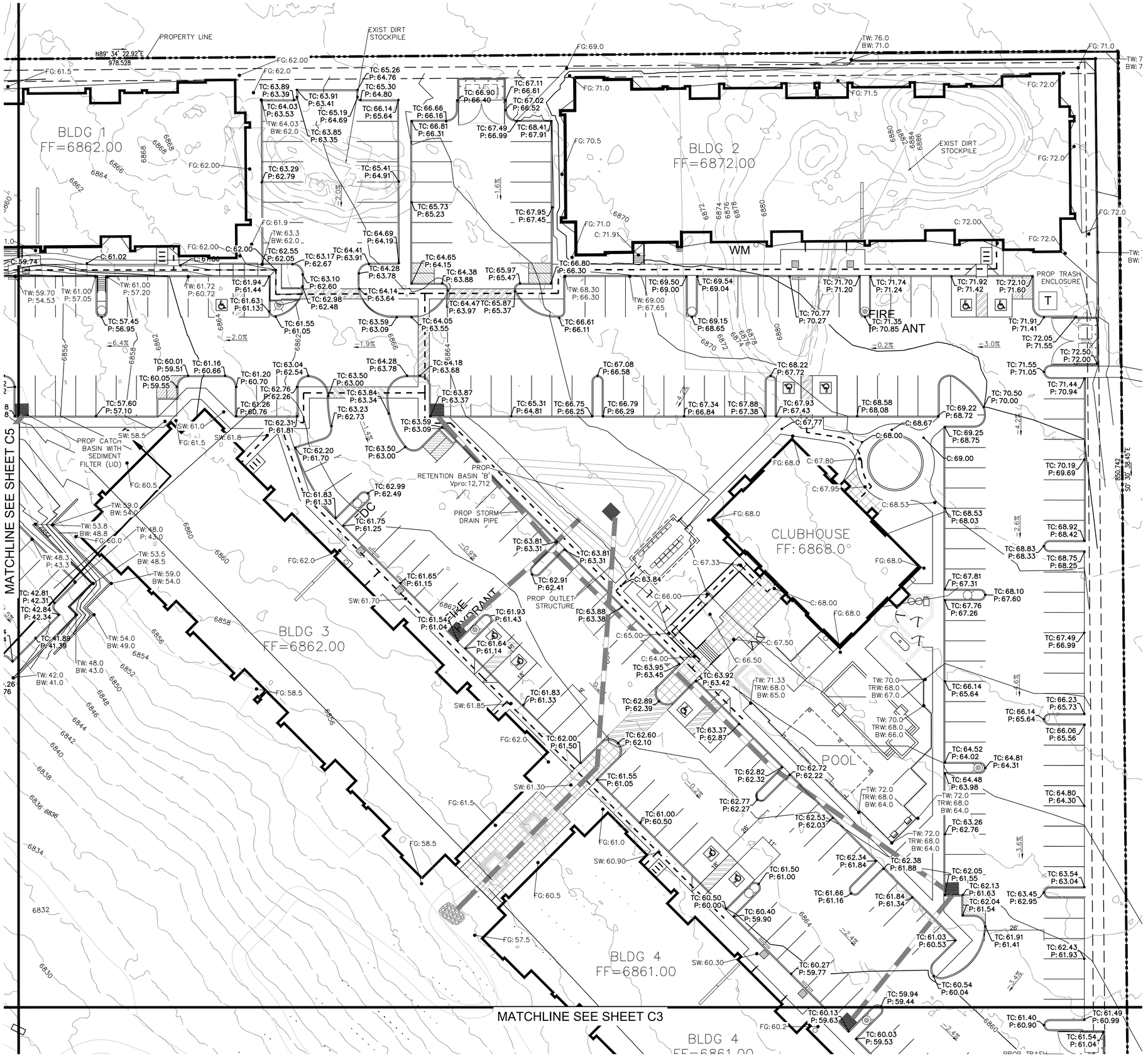
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project:
THE ELKWOOD FLAGSTAFF
APARTMENT RESIDENCES
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
job no.:	18-050

sheet title: GRADING AND DRAINAGE PLAN

sheet no.: C3



LEGEND

- CURB
- PROPERTY LINE
- EXIST CONTOUR
- PROP CONTOUR
- EX. SEWER
- EX. WATERLINE
- PROP. SEWER
- PROP. WATERLINE
- 17–24.9% SLOPE
- 25 –34.99% AND GREATER SLOPE
- 35% AND GREATER SLOPE
- DISTURBED AREA AND SLOPE

20' 0 20' 40'

1" = 20'-0"
GRAPHIC SCALE

SRA 360
STEWART + REINDERSMA architecture, pllc
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Phoenix, Arizona 85054
p: 480.515.5123
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contact:
FLAGSTAFF AT 4TH, LLC
8901 E. MOUNTAIN VIEW RD.
SCOTTSDALE, AZ 85258
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project:
THE ELKWOOD FLAGSTAFF APARTMENT RESIDENCES
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL

revision no.:	date:
1	
2	
3	
4	

job no.: 18-050

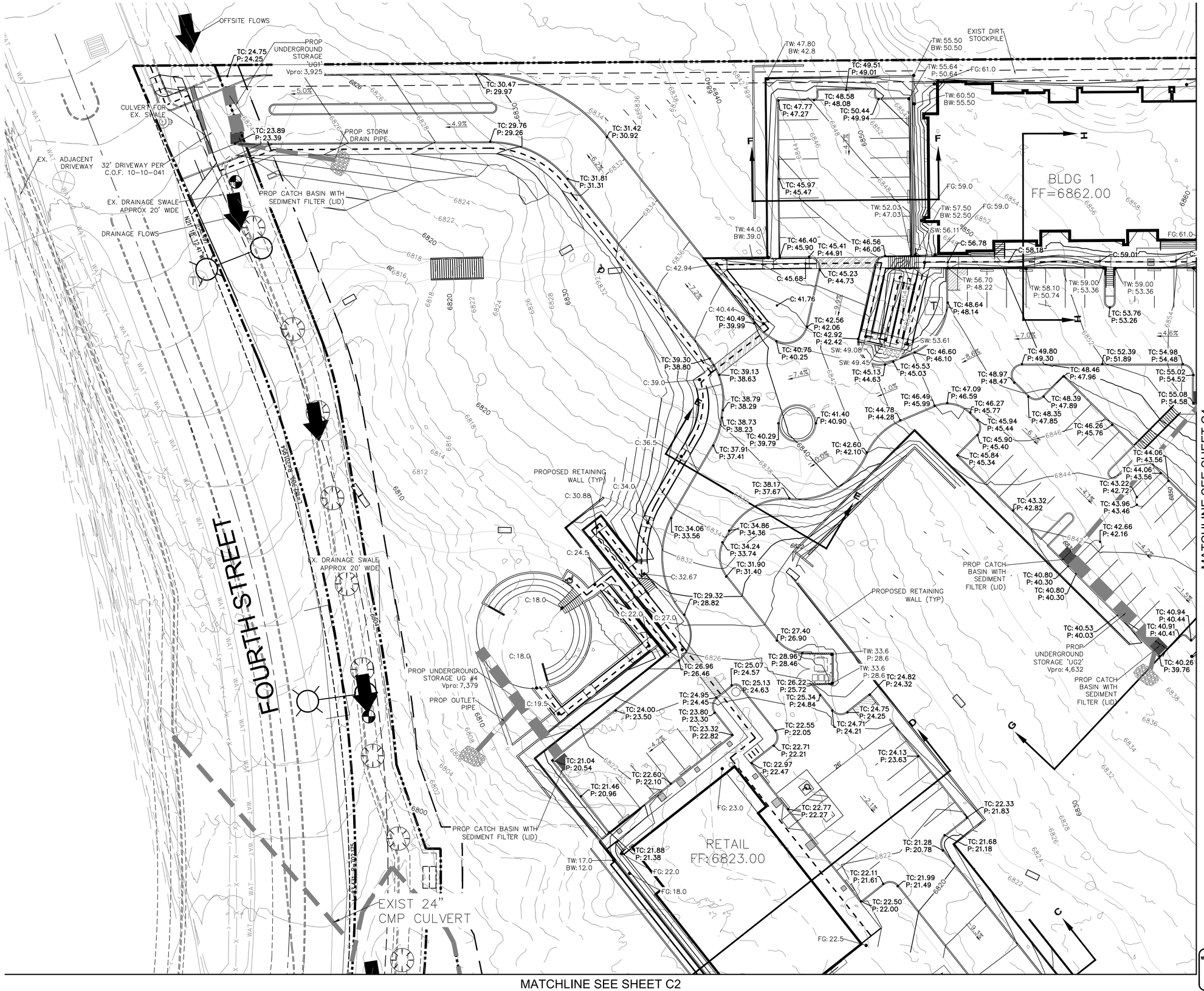
sheet title: GRADING AND DRAINAGE PLAN

sheet no.: **C4**

Larson Engineering, Inc.
6380 E. Thomas Road, Suite 300
Scottsdale, AZ, 85251
480.212.4200 (f)480.212.4201
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SCOTTSDALE, AZ 85258
CONTACT: ROY BADE
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project:
THE ELKWOOD FLAGSTAFF APARTMENT RESIDENCES
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
job no.:	18-050

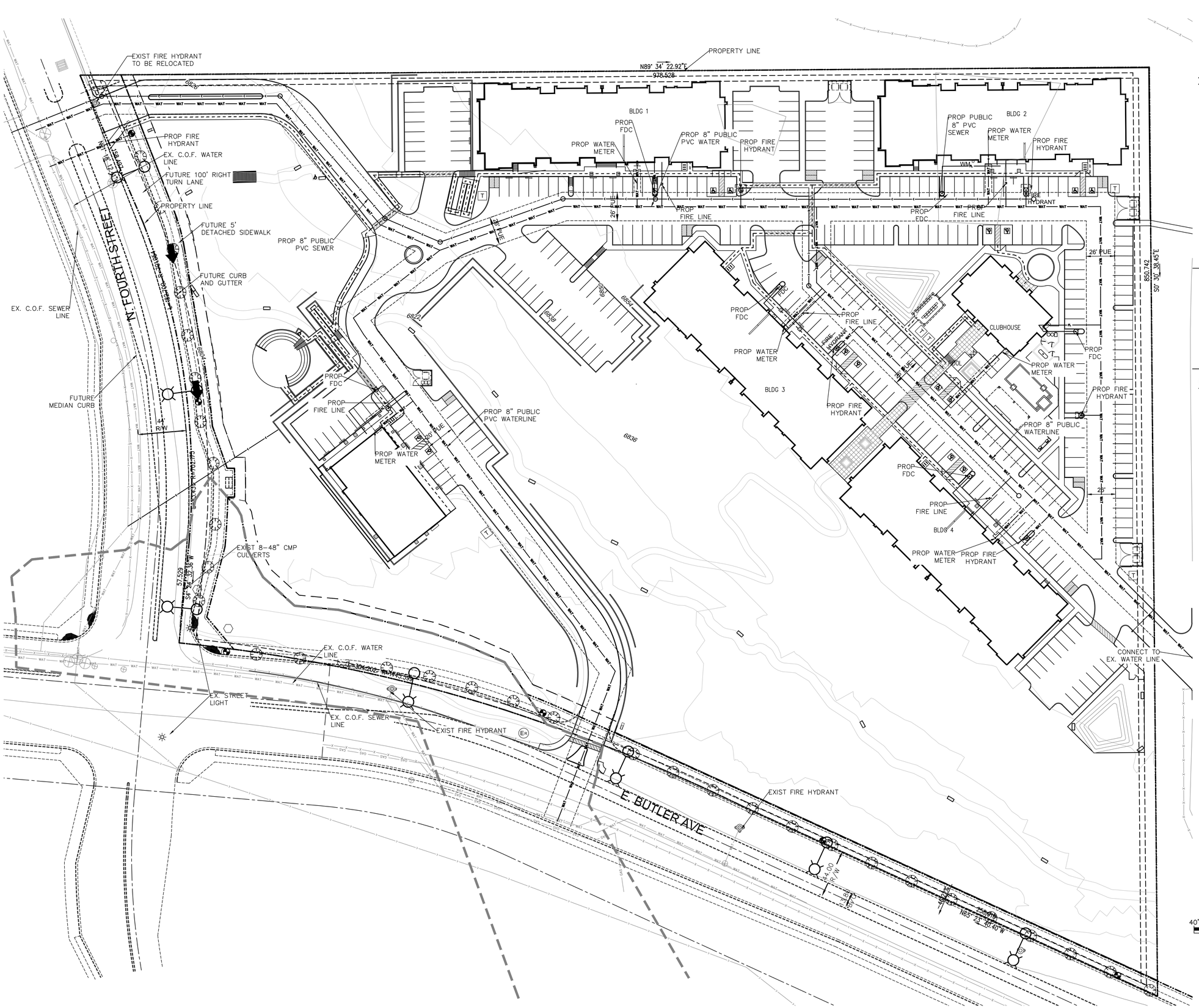
sheet title: GRADING AND DRAINAGE PLAN

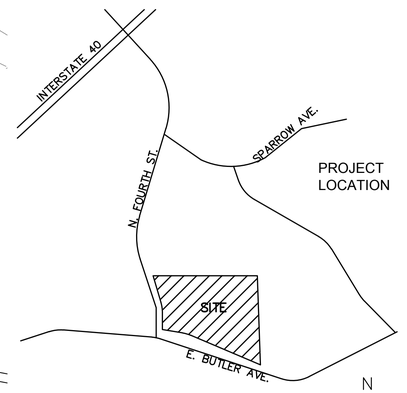
sheet no.: C5

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Scottsdale, AZ. 85251
480.212.4200 (f)480.212.4201
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VICINITY MAP

N.T.S.

PROJECT CONTACTS

OWNER/DEVELOPER:

CALIBER COMPANY
5901 E. MOUNTAIN VIEW ROAD, #150
SCOTTSDALE, AZ 85258
TEL: 480.295.7600
CONTACT: ROY BADE

ARCHITECT:

SRA 360
5450 E. HIGH STREET, #200
PHOENIX, AZ 85054
TEL: 480.515.5123
CONTACT: SAKE REINDERSMA, RA

CIVIL ENGINEER:

LARSON ENGINEERING, INC.
6380 E, THOMAS ROAD,#360
SCOTTSDALE, AZ 85251
TEL: 480.212.4200
CONTACT: MICHAEL HREHA, P.E.

LEGEND

- CURB
- PROPERTY LINE
- EXIST CONTOUR (1105)
- PROP CONTOUR (1105)
- EX. SEWER
- EX. WATERLINE (WAT)
- PROP. SEWER
- PROP. WATERLINE (WAT)

40' 0 40' 80'

1" = 40'-0"
GRAPHIC SCALE

Larson Engineering, Inc.
6380 E. Thomas Road, Suite 300
Scottsdale, AZ, 85251
480.212.4200 (f)480.212.4201
www.larsonengr.com

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STEWART + REINDERSMA architecture, pllc
5450 E. High Street, Suite 200
Phoenix, Arizona 85054
p: 480.515.5123
www.sra360.com

architect: NOT FOR CONSTRUCTION

consultant: NOT FOR CONSTRUCTION

contact:
FLAGSTAFF AT 4TH, LLC
8901 E. MOUNTAIN VIEW RD.
SCOTTSDALE, AZ 85258
CONTACT: ROY BADE
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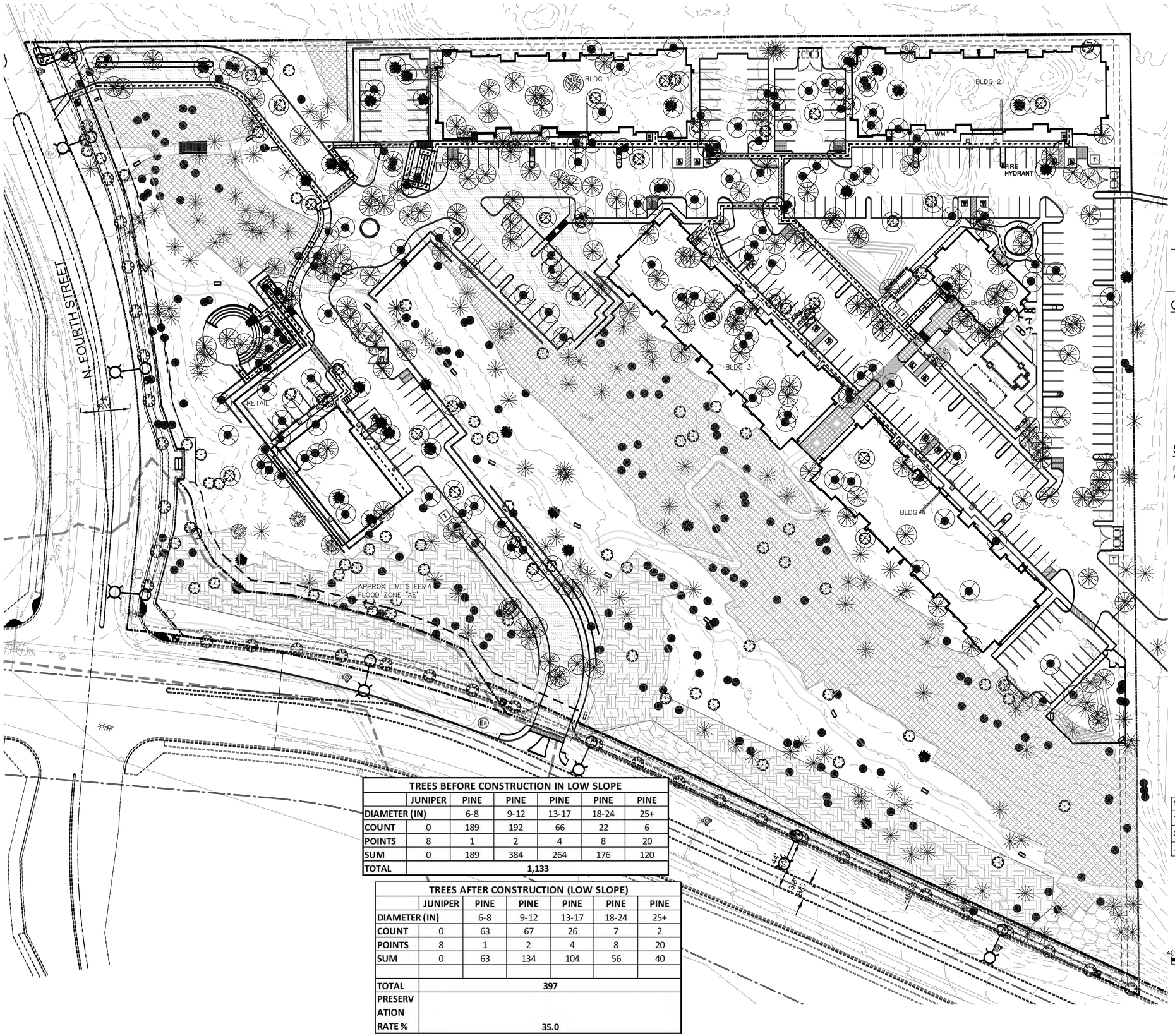
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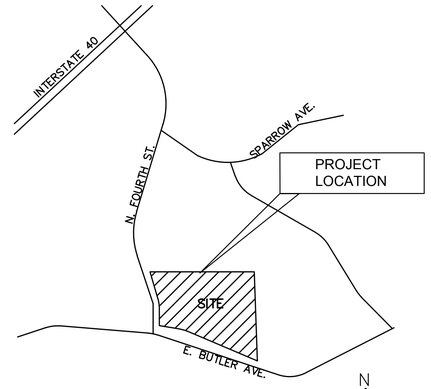
project:
THE ELKWOOD FLAGSTAFF APARTMENT RESIDENCES
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
job no.:	18-050

sheet title: UTILITY PLAN

sheet no.: **C6**





VICINITY MAP

N.T.S.

PROJECT CONTACTS

OWNER/DEVELOPER:

CALIBER COMPANY
5901 E. MOUNTAIN VIEW ROAD, #150
SCOTTSDALE, AZ 85258
TEL: 480.295.7600
CONTACT: ROY BADE

ARCHITECT:

SRA 360
5450 E. HIGH STREET, #200
PHOENIX, AZ 85054
TEL: 480.515.5123
CONTACT: SAKE REINDERSMA, RA

CIVIL ENGINEER:

LARSON ENGINEERING, INC.
6380 E, THOMAS ROAD,#360
SCOTTSDALE, AZ 85251
TEL: 480.212.4200
CONTACT: MICHAEL HREHA, P.E.

SITE DATA:

PROJECT AREA:	595,029 S.F..	13.66 ACRES
A.P.N.	106-08-005J	

LEGEND

- EX. PINE TREE (D=13"-17")
- EX. PINE TREE (D=9"-12")
- EX. PINE TREE (D=6"-8")
- EX. PINE TREE (D=18"-24")
- EX. PINE TREE (D=25+")
- TREE TO BE REMOVED
- 17–24.9% SLOPE
- 25 –34.99% AND GREATER SLOPE
- 35% AND GREATER SLOPE
- DISTURBED AREA AND SLOPE

SLOPE	TOTAL AREA	DISTURBED AREA	PERCENTAGE	RESOURCE POINTS
17–24.99%	134,008 SF	40,200 SF	70.0%	0
25–34.99%	64,965 SF	9,320 SF	85.6%	73
35%+	13,654 SF	0	0	0

TREES BEFORE CONSTRUCTION IN LOW SLOPE						
	JUNIPER	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)		6-8	9-12	13-17	18-24	25+
COUNT	0	189	192	66	22	6
POINTS	8	1	2	4	8	20
SUM	0	189	384	264	176	120
TOTAL	1,133					

TREES AFTER CONSTRUCTION (LOW SLOPE)						
	JUNIPER	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)		6-8	9-12	13-17	18-24	25+
COUNT	0	63	67	26	7	2
POINTS	8	1	2	4	8	20
SUM	0	63	134	104	56	40
TOTAL	397					
PRESERVATION RATE %	35.0					

40' 0 40' 80'

1" = 40'-0"
GRAPHIC SCALE

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project:
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FLAGSTAFF, AZ 86004

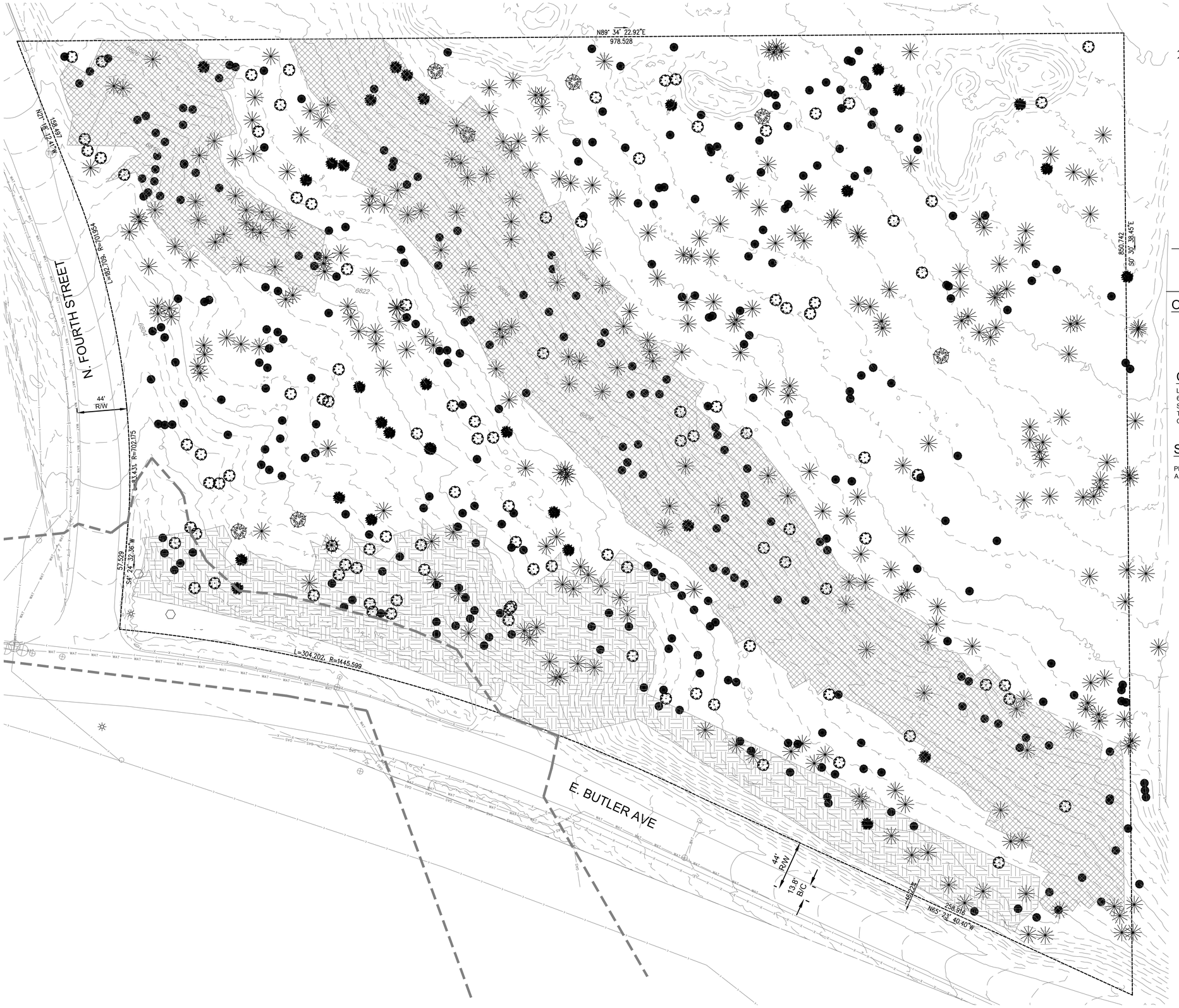
date: 9/19/19
issued for: SITE PLAN SUBMITTAL

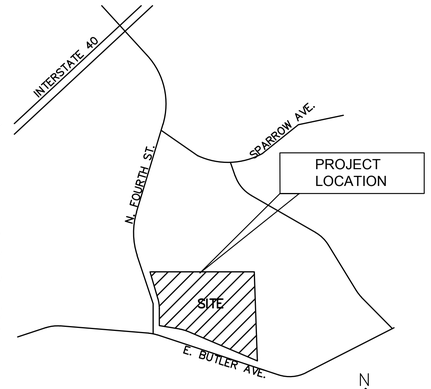
revision no.:	date:
1	
2	
3	
4	

job no.: 18-050

sheet title: NATURAL RESOURCE PROTECTION PLAN

sheet no.: C7





VICINITY MAP

N.T.S.

PROJECT CONTACTS

OWNER/DEVELOPER:
CALIBER COMPANY
5901 E. MOUNTAIN VIEW ROAD, #150
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SITE DATA:

PROJECT AREA:	595,029 S.F..	13.66 ACRES
A.P.N.	106-08-005J	

LEGEND

- EX. PINE TREE (D=13"-17")
- EX. PINE TREE (D=9"-12")
- EX. PINE TREE (D=6"-8")
- EX. PINE TREE (D=18"-24")
- EX. PINE TREE (D=25+")
- TREE TO BE REMOVED
- 17–24.9% SLOPE
- 25 –34.99% AND GREATER SLOPE
- 35% AND GREATER SLOPE

N

40' 0 40' 80'

1" = 40'-0"
GRAPHIC SCALE

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8901 E. MOUNTAIN VIEW RD.
SCOTTSDALE, AZ 85258
CONTACT: ROY BADE
c: (480) 295-7600

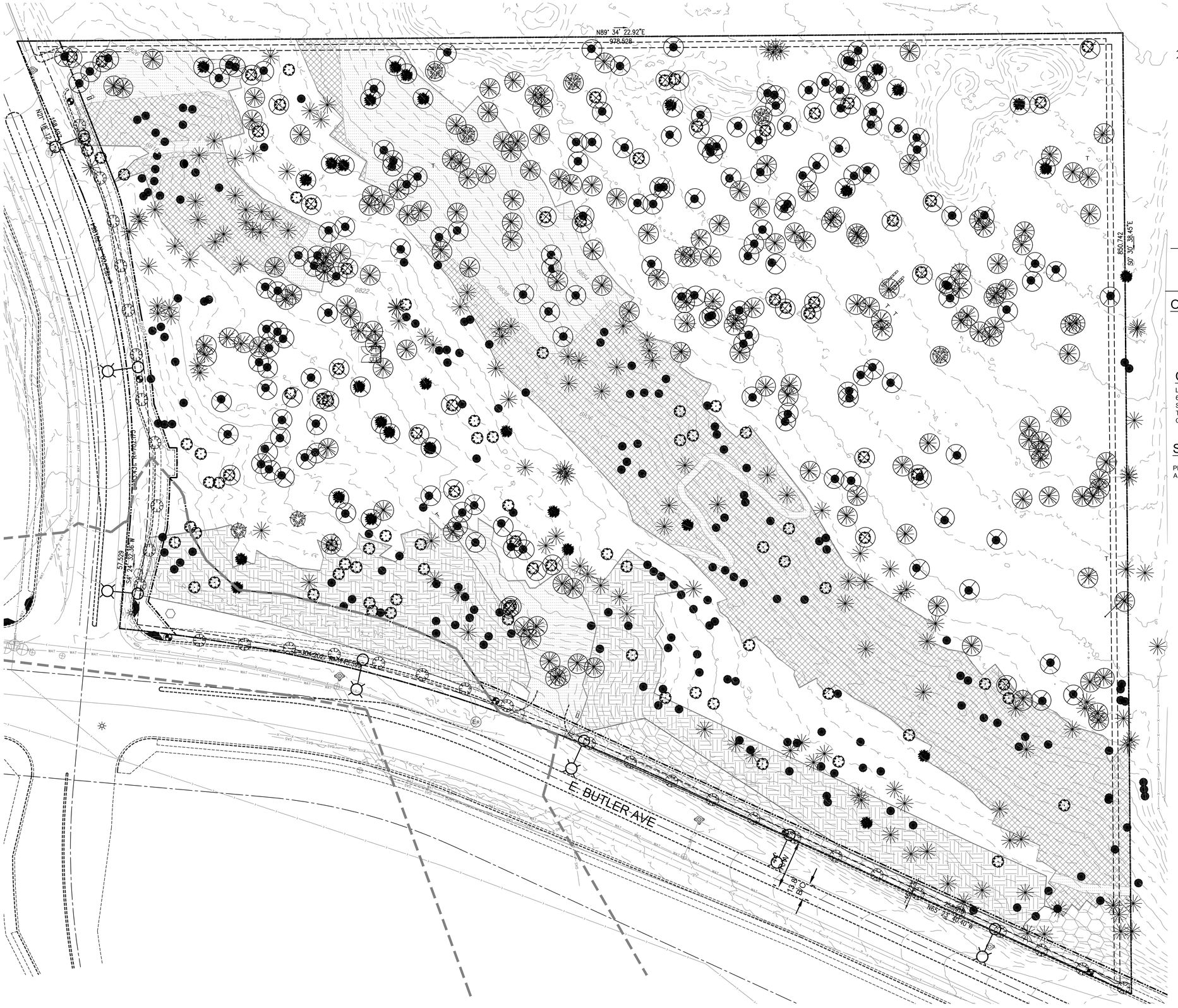
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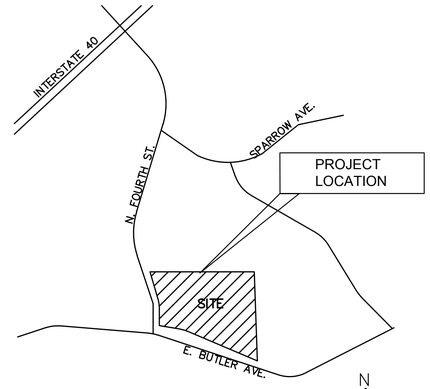
project:
THE ELKWOOD FLAGSTAFF APARTMENT RESIDENCES
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
job no.:	18-050

sheet title: EXISTING RESOURCE PLAN

sheet no.: C8





VICINITY MAP

N.T.S.

PROJECT CONTACTS

OWNER/DEVELOPER:

CALIBER COMPANY
5901 E. MOUNTAIN VIEW ROAD, #150
SCOTTSDALE, AZ 85258
TEL: 480.295.7600
CONTACT: ROY BADE

ARCHITECT:

SRA 360
5450 E. HIGH STREET, #200
PHOENIX, AZ 85054
TEL: 480.515.5123
CONTACT: SAKE REINDERSMA, RA

CIVIL ENGINEER:

LARSON ENGINEERING, INC.
6380 E, THOMAS ROAD,#360
SCOTTSDALE, AZ 85251
TEL: 480.212.4200
CONTACT: MICHAEL HREHA, P.E.

SITE DATA:

PROJECT AREA:	595,029 S.F..	13.66 ACRES
A.P.N.	106-08-005J	

LEGEND

- EX. PINE TREE (D=13"-17")
- EX. PINE TREE (D=9"-12")
- EX. PINE TREE (D=6"-8")
- EX. PINE TREE (D=18"-24")
- EX. PINE TREE (D=25+")
- TREE TO BE REMOVED
- 17–24.9% SLOPE
- 25 –34.99% AND GREATER SLOPE
- 35% AND GREATER SLOPE

40' 0 40' 80'

1" = 40'–0"

GRAPHIC SCALE

Contact Arizona 811 at least two full working days before you begin excavation
Arizona811
Call 811 or click Arizona811.com

Larson Engineering, Inc.
6380 E. Thomas Road, Suite 300
Scottsdale, AZ. 85251
480.212.4200 (f)480.212.4201
www.larsonengr.com

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SRA 360
STEWART + REINDERSMA architecture, plic
5450 E. High Street, Suite 200
Phoenix, Arizona 85054
p: 480.515.5123
www.sra360.com

architect: NOT FOR CONSTRUCTION

consultant: NOT FOR CONSTRUCTION

contact:
FLAGSTAFF AT 4TH, LLC
8901 E. MOUNTAIN VIEW RD.
SCOTTSDALE, AZ 85258
CONTACT: ROY BADE
c: (480) 295-7600

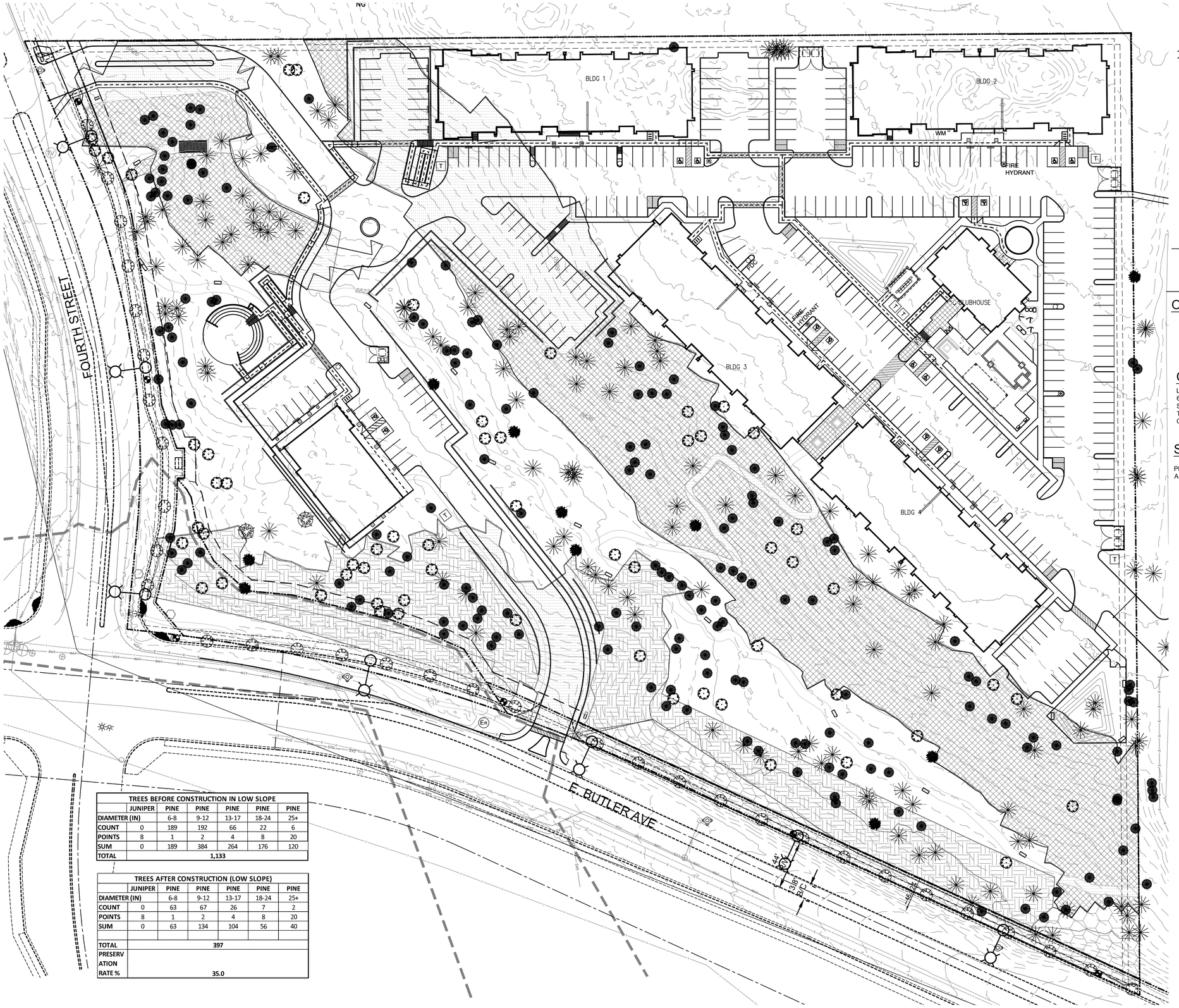
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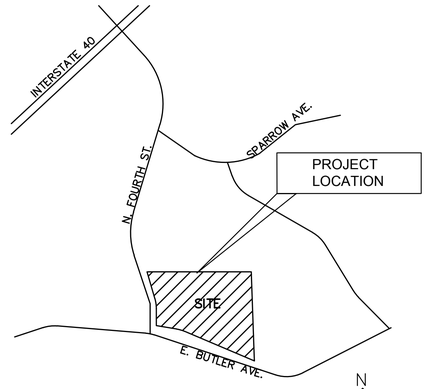
project:
THE ELKWOOD FLAGSTAFF
APARTMENT RESIDENCES
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
job no.:	18-050

sheet title: REMOVAL RESOURCE PLAN

sheet no.: C9





VICINITY MAP

N.T.S.

PROJECT CONTACTS

OWNER/DEVELOPER:
CALIBER COMPANY
5901 E. MOUNTAIN VIEW ROAD, #150
SCOTTSDALE, AZ 85258
TEL: 480.295.7600
CONTACT: ROY BADE

ARCHITECT:
SRA 360
5450 E. HIGH STREET, #200
PHOENIX, AZ 85054
TEL: 480.515.5123
CONTACT: SAKE REINDERSMA, RA

CIVIL ENGINEER:
LARSON ENGINEERING, INC.
6380 E, THOMAS ROAD,#360
SCOTTSDALE, AZ 85251
TEL: 480.212.4200
CONTACT: MICHAEL HREHA, P.E.

SITE DATA:

PROJECT AREA:	595,029 S.F..	13.66 ACRES
A.P.N.	106-08-005J	

LEGEND

- EX. PINE TREE (D=13"-17")
- EX. PINE TREE (D=9"-12")
- EX. PINE TREE (D=6"-8")
- EX. PINE TREE (D=18"-24")
- EX. PINE TREE (D=25+")
- TREE TO BE REMOVED
- 17–24.9% SLOPE
- 25 –34.99% AND GREATER SLOPE
- 35% AND GREATER SLOPE
- DISTURBED AREA AND SLOPE

TREES BEFORE CONSTRUCTION IN LOW SLOPE						
	JUNIPER	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)		6-8	9-12	13-17	18-24	25+
COUNT	0	189	192	66	22	6
POINTS	8	1	2	4	8	20
SUM	0	189	384	264	176	120
TOTAL	1,133					

TREES AFTER CONSTRUCTION (LOW SLOPE)						
	JUNIPER	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)		6-8	9-12	13-17	18-24	25+
COUNT	0	63	67	26	7	2
POINTS	8	1	2	4	8	20
SUM	0	63	134	104	56	40
TOTAL	397					
PRESERVATION RATE %	35.0					

40' 0 40' 80'

1" = 40'-0"
GRAPHIC SCALE

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or visit Arizona811.com

Larson Engineering, Inc.
6380 E. Thomas Road, Suite 300
Scottsdale, AZ, 85251
480.212.4200 (f)480.212.4201
www.larsonengr.com

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SRA 360
STEWART + REINDERSMA architecture, plic
5450 E. High Street, Suite 200
Phoenix, Arizona 85054
p: 480.515.5123
www.sra360.com

architect: NOT FOR CONSTRUCTION

consultant: NOT FOR CONSTRUCTION

contact:
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8901 E. MOUNTAIN VIEW RD.
SCOTTSDALE, AZ 85258
CONTACT: ROY BADE
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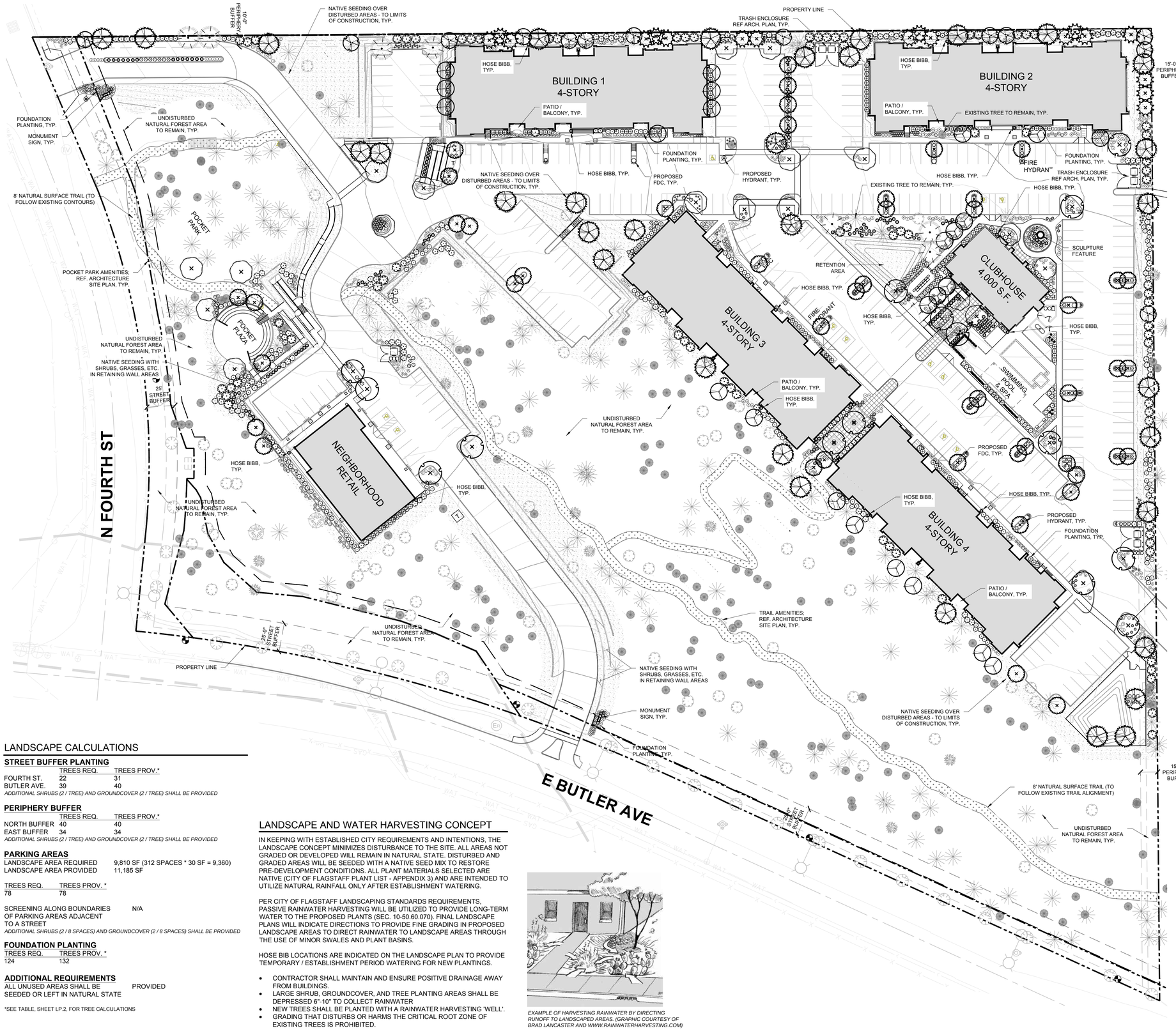
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project:
THE ELKWOOD FLAGSTAFF APARTMENT RESIDENCES
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
job no.:	18-050

sheet title: REMAINING RESOURCE PLAN

sheet no.: C10



LANDSCAPE CALCULATIONS

STREET BUFFER PLANTING

	TREES REQ.	TREES PROV.*
FOURTH ST.	22	31
BUTLER AVE.	39	40

ADDITIONAL SHRUBS (2 / TREE) AND GROUNDCOVER (2 / TREE) SHALL BE PROVIDED

PERIPHERY BUFFER

	TREES REQ.	TREES PROV.*
NORTH BUFFER	40	40
EAST BUFFER	34	34

ADDITIONAL SHRUBS (2 / TREE) AND GROUNDCOVER (2 / TREE) SHALL BE PROVIDED

PARKING AREAS

LANDSCAPE AREA REQUIRED 9,810 SF (312 SPACES * 30 SF = 9,360)
LANDSCAPE AREA PROVIDED 11,185 SF

TREES REQ.	TREES PROV. *
78	78

SCREENING ALONG BOUNDARIES OF PARKING AREAS ADJACENT TO A STREET N/A

ADDITIONAL SHRUBS (2 / 8 SPACES) AND GROUNDCOVER (2 / 8 SPACES) SHALL BE PROVIDED

FOUNDATION PLANTING

TREES REQ.	TREES PROV. *
124	132

ADDITIONAL REQUIREMENTS

ALL UNUSED AREAS SHALL BE SEEDED OR LEFT IN NATURAL STATE PROVIDED

*SEE TABLE, SHEET LP.2, FOR TREE CALCULATIONS

LANDSCAPE AND WATER HARVESTING CONCEPT

IN KEEPING WITH ESTABLISHED CITY REQUIREMENTS AND INTENTIONS, THE LANDSCAPE CONCEPT MINIMIZES DISTURBANCE TO THE SITE. ALL AREAS NOT GRADED OR DEVELOPED WILL REMAIN IN NATURAL STATE. DISTURBED AND GRADED AREAS WILL BE SEEDED WITH A NATIVE SEED MIX TO RESTORE PRE-DEVELOPMENT CONDITIONS. ALL PLANT MATERIALS SELECTED ARE NATIVE (CITY OF FLAGSTAFF PLANT LIST - APPENDIX 3) AND ARE INTENDED TO UTILIZE NATURAL RAINFALL ONLY AFTER ESTABLISHMENT WATERING.

PER CITY OF FLAGSTAFF LANDSCAPING STANDARDS REQUIREMENTS, PASSIVE RAINWATER HARVESTING WILL BE UTILIZED TO PROVIDE LONG-TERM WATER TO THE PROPOSED PLANTS (SEC. 10-50.60.070). FINAL LANDSCAPE PLANS WILL INDICATE DIRECTIONS TO PROVIDE FINE GRADING IN PROPOSED LANDSCAPE AREAS TO DIRECT RAINWATER TO LANDSCAPE AREAS THROUGH THE USE OF MINOR SWALES AND PLANT BASINS.

HOSE BIB LOCATIONS ARE INDICATED ON THE LANDSCAPE PLAN TO PROVIDE TEMPORARY / ESTABLISHMENT PERIOD WATERING FOR NEW PLANTINGS.

- CONTRACTOR SHALL MAINTAIN AND ENSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
- LARGE SHRUB, GROUNDCOVER, AND TREE PLANTING AREAS SHALL BE DEPRESSED 6"-10" TO COLLECT RAINWATER
- NEW TREES SHALL BE PLANTED WITH A RAINWATER HARVESTING 'WELL'.
- GRADING THAT DISTURBS OR HARMS THE CRITICAL ROOT ZONE OF EXISTING TREES IS PROHIBITED.

EXAMPLE OF HARVESTING RAINWATER BY DIRECTING RUNOFF TO LANDSCAPED AREAS. (GRAPHIC COURTESY OF BRAD LANCASTER AND WWW.RAINWATERHARVESTING.COM)

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME
	ACER GLABRUM ROCKY MOUNTAIN MAPLE
	ACER X FREEMANII FREEMAN MAPLE
	FRAXINUS VELUTINA `BONITA` BONITA ASH
	JUNIPERUS DEPPEANA ALLIGATOR JUNIPER
	JUNIPERUS SCOPULORUM ROCKY MOUNTAIN JUNIPER
	PRUNUS VIRGINIANA CHOKECHERRY
	PINUS PONDEROSA PONDEROSA PINE
	ROBINIA NEOMEXICANA NEW MEXICO LOCUST

SHRUBS	BOTANICAL / COMMON NAME
	ARTEMISIA FRIGIDA FRINGED SAGE
	ARCTOSTAPHYLOS PATULA GREEN-LEAF MANZANITA
	BOUTELOUA GRACILIS BLUE GRAMA
	CERCOCARPUS MONTANUS ALDERLEAF MOUNTAIN MAHOGANY
	HOLODISCUS DUMOSUS ROCK SPIREA
	MUHLENBERGIA RIGENS DEER GRASS
	POTENTILLA FRUTICOSA BUSH CINQUEFOIL
	RIBES AUREUM GOLDEN CURRANT
	YUCCA BACCATA BANANA YUCCA

GROUNDCOVER	BOTANICAL / COMMON NAME
	ARCTOSTAPHYLOS UVA-URSI KINNIKINNICK
	BERBERIS REPENS CREEPING BARBERRY
	ERIOGONUM UMBELLATUM SULFURFLOWER BUCKWHEAT
	PENSTEMON X PENSTEMON (AS AVAILABLE)

SOD/SEED	BOTANICAL / COMMON NAME
	NATIVE SEED NATIVE SEED (GRASS, WILDFLOWERS, FORBES)
	EXISTING TREES TO REMAIN PONDEROSA PINE SIZE VARIES, MIN. 6" CALIPER SHOWN TREE PROTECTION TO BE PROVIDED

NOTE: ALL PLANTS SELECTED FROM CITY OF FLAGSTAFF PLANT LIST (APPENDIX 3) AND CLASSIFIED AS NATIVE AND LOW-WATER USE.

0' 20' 40' 80'
Scale 1" = 40'

EVERGREEN DESIGN GROUP
(800) 680-6630
2375 E. Camelback Rd., Suite 600
Phoenix, AZ 85016
www.EvergreenDesignGroup.com

SRA 360
STEWART + REINDERSMA architecture, plic
5450 E. High Street, Suite 200
Phoenix, Arizona 85054
p: 480.515.5123
www.sra360.com

architect: NOT FOR CONSTRUCTION

consultant: REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 54308 CHRISTOPHER M. KOSTIUK Date Signed ARIZONA, U.S.A. Expires 12/31/2021

contact:
FLAGSTAFF AT 4TH, LLC
8901 E. MOUNTAIN VIEW RD.
SCOTTSDALE, AZ 85258
CONTACT: ROY BADE
c: (480) 295-7600

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project:
FLAGSTAFF AT 4TH APARTMENTS
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	12/13/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
1	
2	
3	
4	
job no.:	18-050

sheet title: PRELIMINARY LANDSCAPE PLAN

sheet no.: LP.1

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	AG	47	ACER GLABRUM	ROCKY MOUNTAIN MAPLE	CONT.	1.5" CAL MIN	
	AX	18	ACER X FREEMANII	FREEMAN MAPLE	CONT.	1.5" CAL MIN	
	FV	15	FRAXINUS VELUTINA `BONITA`	BONITA ASH	CONT.	2" CAL.	
	JA	7	JUNIPERUS DEPPEANA	ALLIGATOR JUNIPER	CONT.		6` HT MIN
	JS	18	JUNIPERUS SCOPULORUM	ROCKY MOUNTAIN JUNIPER	CONT.		6` HT MIN
	PC	24	PRUNUS VIRGINIANA	CHOKECHERRY	CONT.	1.5" CAL MIN	
	PP	33	PINUS PONDEROSA	PONDEROSA PINE	CONT.		6` HT MIN
	RN	13	ROBINIA NEOMEXICANA	NEW MEXICO LOCUST	15 GAL		

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
	AF	121	ARTEMISIA FRIGIDA	FRINGED SAGE	5 GAL		
	AP	137	ARCTOSTAPHYLOS PATULA	GREEN-LEAF MANZANITA	5 GAL		
	BG	145	BOUTELOUA GRACILIS	BLUE GRAMA	5 GAL		
	CM	77	CERCOCARPUS MONTANUS	ALDERLEAF MOUNTAIN MAHOGANY	5 GAL		
	HD	184	HOLODISCUS DUMOSUS	ROCK SPIREA	5 GAL		
	MR	54	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL		
	PF	105	POTENTILLA FRUTICOSA	BUSH CINQUEFOIL	5 GAL		
	RA	157	RIBES AUREUM	GOLDEN CURRANT	5 GAL		
	YB	56	YUCCA BACCATA	BANANA YUCCA	5 GAL		

GROUNDCOVER	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT
	AU2	226	ARCTOSTAPHYLOS UVA-URSI	KINNIKINNICK	1 GAL
	BR	257	BERBERIS REPENS	CREEPING BARBERRY	1 GAL
	EU	253	ERIOGONUM UMBELLATUM	SULFURFLOWER BUCKWHEAT	1 GAL
	PX	186	PENSTEMON X	PENSTEMON (AS AVAILABLE)	1 GAL

SOD/SEED	BOTANICAL NAME	COMMON NAME	CONT
	NATIVE SEED	NATIVE SEED (GRASS, WILDFLOWERS, FORBES)	SEED

EXISTING TREES TO REMAIN
PONDEROSA PINE
SIZE VARIES, MIN. 6" CALIPER SHOWN
TREE PROTECTION TO BE PROVIDED

NOTE: ALL PLANTS SELECTED FROM CITY OF FLAGSTAFF PLANT LIST (APPENDIX 3) AND CLASSIFIED AS NATIVE AND LOW-WATER USE.

LANDSCAPE QUANTITIES CALCULATIONS

PARKING LOT PLANTING

MULTI-FAMILY

SPACES	TREES REQ. (2/8)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
288	72	10	62	72	144	148	144	152

COMMERCIAL

SPACES	TREES REQ. (2/8)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
24	6	2	4	6	12	17	12	19

PERIPHERY BUFFER PLANTING

NORTH PERIMETER

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
979 LF	40	7	33	40	80	80	80	80

EAST PERIMETER

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
850 LF	34	21	13	34	68	68	68	68

STREET TREES

N FOURTH ST

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES
536 LF	22	31	0	31

E BUTLER AVE

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES
958 LF	39	40	0	40

BUILDING FOUNDATION PLANTING

BUILDING 1

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
612 LF	25	3	22	25	50	52	50	54

BUILDING 2

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
612 LF	25	2	23	25	50	52	50	55

BUILDING 3

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
612 LF	25	16	9	25	50	70	50	61

BUILDING 4

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
612 LF	25	14	11	25	50	72	50	51

CLUBHOUSE

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
260 LF	11	1	10	11	22	57	22	54

COMMERCIAL

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
320 LF	13	19	0	19	26	52	26	36

GENERAL GRADING AND PLANTING NOTES

1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
3. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
   a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
   b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
   c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
   d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
4. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
   a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
   b. **NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT**. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
   c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
5. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
6. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 3/4" SCREENED DECOMPOSED GRANITE MULCH IN ALL PLANTING AREAS (EXCEPT FOR SEEDED AREAS). IN AREAS WHERE GRANITE MULCH ABUTS NATIVE VEGETATION AREAS OR SEEDED AREAS, FEATHER GRANITE TO AVOID A RIGID DIVISION BETWEEN LANDSCAPE AREAS.

CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.

EVERGREEN DESIGN GROUP
(800) 680-6630
2375 E. Camelback Rd., Suite 600
Phoenix, AZ 85016
www.EvergreenDesignGroup.com

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Phoenix, Arizona 85054
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architect: NOT FOR CONSTRUCTION

consultant: REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 54308 CHRISTOPHER M. BLUM Registered ARIZONA, U.S.A. Expires 12/31/2021

contact:
FLAGSTAFF AT 4TH, LLC
8901 E. MOUNTAIN VIEW RD.
SCOTTSDALE, AZ 85258
CONTACT: ROY BADE
c: (480) 295-7600

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project: FLAGSTAFF AT 4TH APARTMENTS
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date: 12/13/19

issued for: SITE PLAN SUBMITTAL

revision no.:	date:
1	
2	
3	
4	

job no.: 18-050

sheet title: LANDSCAPE AREA CALCULATIONS

sheet no.: LP.2

BUILDING 1
4-STORY , 62,680 SF, R-2 , (56) UNIT
MULTI-FAMILY RESIDENTIAL

BUILDING 2
4-STORY , 62,680 SF, R-2 , (56) UNIT
MULTI-FAMILY RESIDENTIAL

BUILDING 3
4-STORY , 62,680 SF, R-2, (56) UNIT
MULTI-FAMILY RESIDENTIAL

BUILDING 4
4-STORY , 62,680 SF, R-2 , (56) UNIT
MULTI-FAMILY RESIDENTIAL

LEASING OFFICE/ CLUBHOUSE
2- STORY, 4,756 SF
B BUSINESS

COMMERCIAL BLDG.
1-STORY, 6,000 SF
M-MERCANTILE

PARCEL'C'
APN: 106-08-005J

10' LANDSCAPE SETBACK
5' SIDE SETBACK
EXISTING FIRE HYDRANT TO BE RELOCATED
SITE ACCESS
FIRE HYDRANT, TYP.
MONUMENT SIGN
ACCESSIBLE WALKWAY
FUTURE RIGHT-OF-WAY
TRANSFORMER
WATER METER
FDC
FIRE HYDRANT
TRANSFORMER PEDESTRIAN ONLY CONNECTION TO MIDDLE SCHOOL
10' LANDSCAPE SETBACK
15' REAR YARD SETBACK
POOL ELECT. PANEL
POOL EQ.
300 GAL. LP TANK
TRASH ENCLOSURE - TYP
SECONDARY FIRE DEPARTMENT ACCESS
FENCED DOG PARK
FUTURE GRADING LIMITS
NEW POCKET PARK REF. SHEET AS.4
FUTURE N. FOURTH STREET IMPROVEMENTS
15' FRONT SETBACK
NEW POCKET PLAZA REF. SHEET AS.4
FUTURE BUS STOP
N. FOURTH STREET
RURAL FLOODPLAIN AREA
MONUMENT SIGN
SITE ACCESS
FUTURE BUTLER AVE. IMPROVEMENTS
E. BUTLER AVE.
NORTH

SITE DATA

PROPERTY OWNER: FLAGSTAFF AT 4TH, LLC.
PROPERTY ADDRESS: 1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

ASSESSOR'S PARCEL NUMBER (APN): 106-08-005J

PROJECT DESCRIPTION:

HIGHWAY COMMERCIAL (HC) MULTI-USE DEVELOPMENT
- (4) HIGH-DENSITY, OCC. CLASS. R-2, MULTI-FAMILY RESIDENTIAL, TYPE V-A CONST., FULLY- SPRINKLED BUILDINGS
- CLUBHOUSE / LEASING OFFICE, OCC. CLASS B, TYPE V-B CONST., FULLY-SPRINKLED BUILDING
- COMMERCIAL / RETAIL BUILDING, OCC. CLASS M, TYPE V-B CONST., FULLY-SPRINKLED BUILDING

MULTI-FAMILY BLDGS. 1-4:	=	250,720 SQ. FT.
CLUBHOUSE:	=	4,756 SQ. FT.
COMMERCIAL BLDG:	=	6,000 SQ. FT.
TOTAL BUILDING AREA:	=	261,476 SQ. FT.

SITE DATA:
SITE ACRE = 13.65 ACRES (594,594 SQ.FT.)

ALLOWED USAGE BY ZONE	UNITS/ACRE	TOTAL
CURRENT ZONE: MEDIUM DENSITY RES.	9 / ACRE	122
PROPOSED ZONE: HIGHWAY COMMERCIAL	22 / ACRE	299

PROPOSED USE: MIXED-USE - HIGH DENSITY RESIDENTIAL & COMMERCIAL

PROPOSED ZONING : HIGHWAY COMMERCIAL (HC)

TOTAL BUILDING FLOOR AREA:	=	261,476 SQ.FT.
PROPOSED SITE AREA (IN SF):	=	594,594 SQ.FT.
FLOOR AREA RATIO (FAR):	=	43.98%

SETBACKS:

FRONT:	=	15'-BUILDING 2ND FLOOR & ABOVE
SIDE:	=	5'-BUILDING, 10' LANDSCAPE
REAR:	=	15'-BUILDING

MULTI-FAMILY RESIDENTITAL DATA:

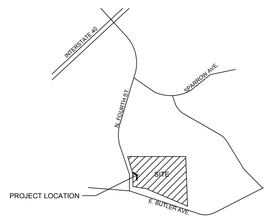
	UNIT MIX	TOTAL UNITS	SQ. FT.
BUILDING 1:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
BUILDING 2:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
BUILDING 3:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
BUILDING 4:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
TOTAL		224	250,720 SQ. FT.

LEGEND

- BUILDING FOOTPRINT
- 17-24.99% SLOPE
- 25-34.99% SLOPE
- 35% AND GREATER SLOPE
- PROPERTY LINE
- SETBACK/ EASEMENT LINE
- ACCESSIBLE PATH OF TRAVEL

VICINITY MAP

NTS



a SITE PLAN

SCALE: 1" = 40'-0"

0' 40' 80' 160'

S:\2018\18-050 - Caliber - Multi-Family - Flagstaff\Arch\CD\18-050 as1-Master Site Plan CD.dwg Dec 13, 2019-8:34am trice

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STEWART + REINDERSMA ARCHITECTURE, PLLC
5450 E. High Street, Suite 200
Phoenix, Arizona 85054
p: 480.515.5123
www.sra360.com

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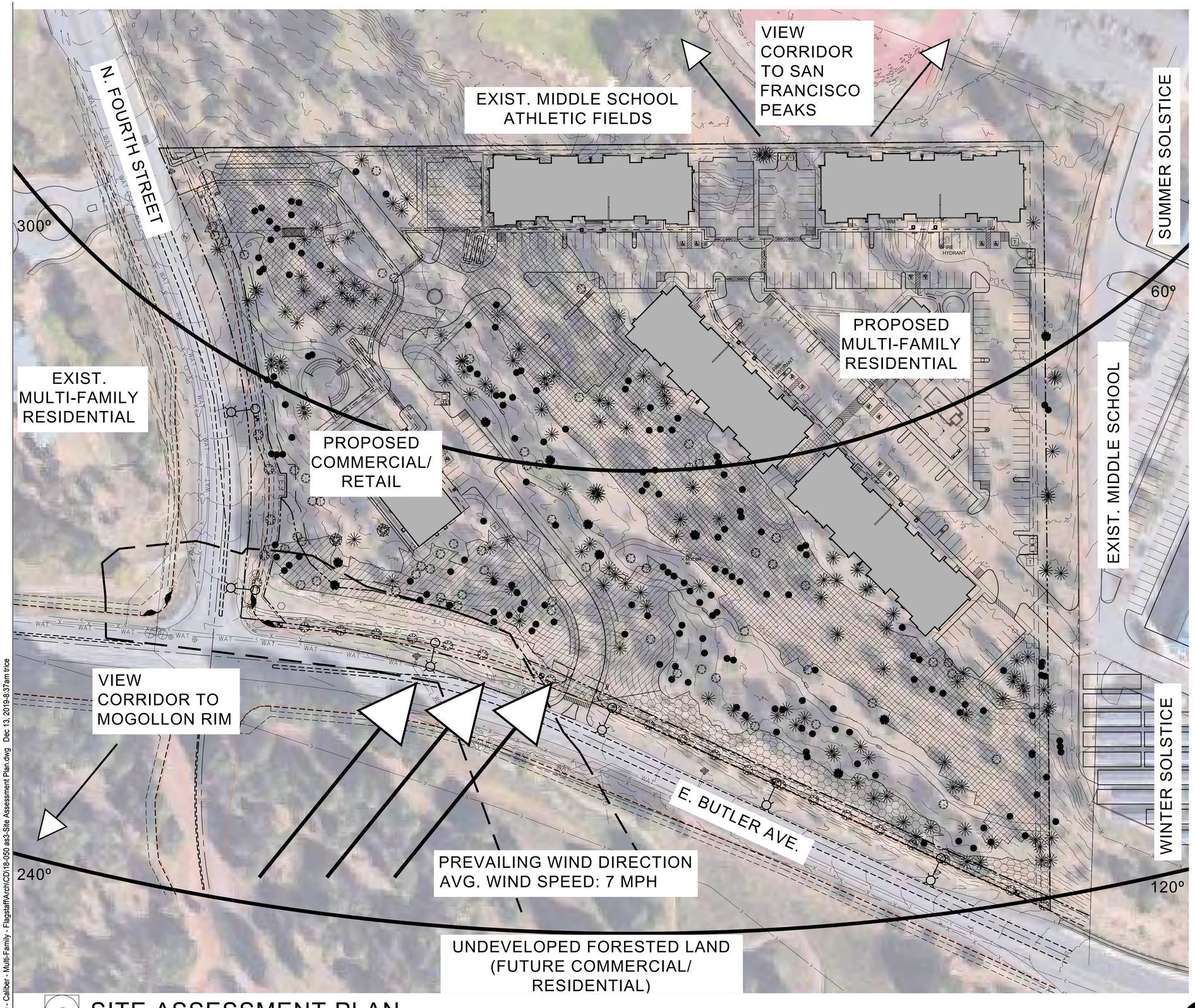
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project:
the elkwood flagstaff apartments
1002 NORTH 4TH STREET
FLAGSTAFF, ARIZONA 86004

date:	12/12/19
issued for:	SITE PLAN RE-SUBMITTAL
revision no.:	date:
1	
2	
3	
4	
job no.:	18-050

sheet title: SITE PLAN

sheet no.: AS.1



a SITE ASSESSMENT PLAN

SCALE: 1" = 50'-0"

0' 50' 100' 200'

NORTH

SITE DATA

PROPERTY OWNER: FLAGSTAFF AT 4TH, LLC.
PROPERTY ADDRESS: 1002 NORTH 4TH STREET, FLAGSTAFF, AZ 86004

ASSESSOR'S PARCEL NUMBER (APN): 106-08-005J

PROJECT DESCRIPTION:

HIGHWAY COMMERCIAL (HC) MULTI-USE DEVELOPMENT
- (4) HIGH-DENSITY, OCC. CLASS. R-2, MULTI-FAMILY RESIDENTIAL, TYPE V-A CONST., FULLY- SPRINKLED BUILDINGS
- CLUBHOUSE / LEASING OFFICE, OCC. CLASS B, TYPE V-B CONST., FULLY-SPRINKLED BUILDING
- COMMERCIAL / RETAIL BUILDING, OCC. CLASS M, TYPE V-B CONST., FULLY-SPRINKLED BUILDING

MULTI-FAMILY BLDGS. 1-4:	=	250,720 SQ. FT.
CLUBHOUSE:	=	4,756 SQ. FT.
COMMERCIAL BLDG:	=	6,000 SQ. FT.
TOTAL BUILDING AREA:	=	261,476 SQ. FT.

SITE DATA:
SITE ACRE = 13.65 ACRES (594,594 SQ.FT.)

ALLOWED USAGE BY ZONE	UNITS/ACRE	TOTAL
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PROPOSED ZONING : HIGHWAY COMMERCIAL (HC)

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PROPOSED SITE AREA (IN SF):	=	594,594 SQ.FT.
FLOOR AREA RATIO (FAR):	=	43.98%

SETBACKS:

FRONT:	=	15'-BUILDING 2ND FLOOR & ABOVE
SIDE:	=	5'-BUILDING, 10' LANDSCAPE
REAR:	=	15'-BUILDING

MULTI-FAMILY RESIDENTITAL DATA:

	UNIT MIX	TOTAL UNITS	SQ. FT.
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BUILDING 2:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
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BUILDING 4:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
TOTAL		224	250,720 SQ. FT.

LEGEND

- BUILDING FOOTPRINT
- 17-24.9% SLOPE
- 25% AND GREATER SLOPE
- PROPERTY LINE
- SETBACK/ EASEMENT LINE
- ACCESSIBLE PATH OF TRAVEL

VICINITY MAP

NTS



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42451
SAKE H. REINDERSMA
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EXP. 3/31/2020

consultant:

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FLAGSTAFF AT 4TH LLC
8901 E. MOUNTAIN VIEW RD.
SCOTTSDALE, AZ 85258
CONTACT: ROB MAUE
T: (480) 256-7600

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project:
the elkwood flagstaff apartments
1002 NORTH 4TH STREET
FLAGSTAFF, ARIZONA 86004

date:	12/12/19
issued for:	SITE PLAN RE-SUBMITTAL

revision no.:	date:
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3	
4	

job no.: 18-050

sheet title:
SITE ASSESSMENT PLAN

sheet no.:
AS.3

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PARKING DATA

		REQUIRED	PROVIDED
MULTI-FAMILY			
2-BR UNITS	(64) X 2.00	128	
1-BR UNITS	(124) X 1.50	186	
ST UNITS	(36) X 1.25	45	
GUEST	(64) X 0.25	16	
GEN. RETAIL BLDG.	(1/300 GSF)	20	
TOTAL		395	
PARKING REDUCTIONS			
TRANSIT ADJ.	(-10%)	- 40	
BICYCLE SPACE ADJ.	(-5%)	- 20	
MOTORCYCLE SPACE ADJ.	(-4%)	- 16	
TOTAL	(19%)	- 76	
TOTAL NET REQUIRED		319	
STANDARD RESIDENTIAL SPACES			276
ACCESSIBLE RESIDENTIAL SPACES (2% OF TOTAL PROVIDED REQ'D. IN R-2)	6		12
MOTORCYCLE SPACES			18
STANDARD COMMERCIAL SPACES			21
ACCESSIBLE COMMERCIAL SPACES (1-25 TOTAL SPACES PROVIDED)	1		2
TOTAL		319	329
BICYCLE PARKING			
(319) X 0.05 (5% OF TOTAL REQ'D PARKING STALLS)	16		
(40) CAP. INTERIOR LOCKERS PER APT. BLDG.			160
(6) CAP. EXTERIOR RACK PER APT. BLDG.			24
(6) CAP. EXTERIOR RACK AT COMM. BLDG.			6
TOTAL			190

CIVIC SPACE DATA

HIGHWAY COMMERCIAL (HC) MULTI-USE DEVELOPMENT
- HIGH-DENSITY MULTI-FAMILY RESIDENTIAL BUILDINGS 1 - 4
- CLUBHOUSE / LEASING OFFICE
- COMMERCIAL / RETAIL BUILDING

SITE DATA:
SITE ACRES = 13.65 ACRES (594,594 SQ.FT.)

	REQUIRED	PROVIDED
CIVIC SPACE 5% OF TOTAL SITE AREA, MIN	29,374 SF	
POCKET PARK		
4,000 SF MIN / 27, 780 SF MAX		25,070 SF
POCKET PLAZA		
4,000 SF MIN / 27, 780 SF MAX		12,600 SF
TOTAL	29,374 SF MIN	37,670 SF

b TYPICAL PARKING SPACES

SCALE: 1/8" = 1'-0"

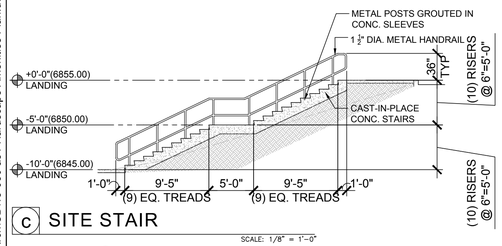
1 STANDARD SPACES

2 ACCESSIBLE SPACES

3 MOTORCYCLE SPACES

c SITE STAIR

SCALE: 1/8" = 1'-0"



LEGEND

- PROPERTY LINE
- SETBACK/ EASEMENT LINE
- ACCESSIBLE PATH OF TRAVEL

a PARKING & AMENITIES SITE PLAN

0' 40' 80' 160'

NORTH

STEWART + REINDERSMA ARCHITECTURE, PLLC
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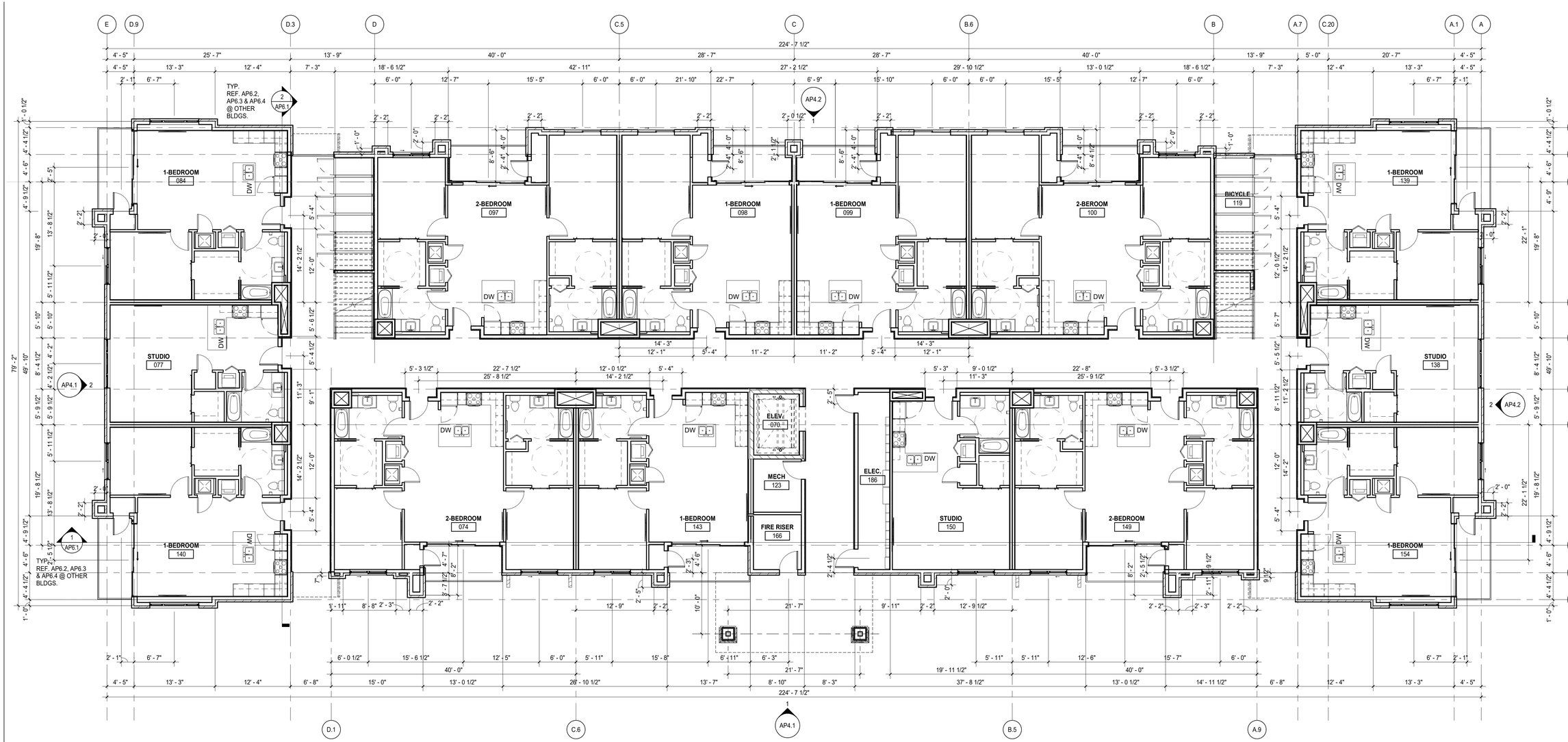
project:
the elkwood flagstaff apartments
1002 NORTH 4TH STREET
FLAGSTAFF, ARIZONA 86004

date:	12/12/19
issued for:	SITE PLAN RE-SUBMITTAL
revision no.:	date:
1	
2	
3	
4	
job no.:	18-050

sheet title:
PARKING/ HARDSCAPE AMENITIES SITE PLAN

sheet no.:
AS.4

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APARTMENT BUILDING

1 FIRST FLOOR PLAN - TYPICAL

1/8" = 1'-0"

NOTE: REFER TO SHEET A1.4 FOR TYP. UNIT PLAN DIMENSIONS

GENERAL NOTES:

1. CONTRACTOR SHALL CONFIRM THAT PREVIOUSLY DIRT PLACED GRANULAR BACKFILL IS CLEAN OF ALL DEBRIS, AND/OR ORGANICS, AND CONFIRMS A MIN. 4" DEPTH PRIOR TO PLACEMENT OF CONCRETE SLAB.
2. CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301.
3. CONCRETE SHALL BE READY-MIXED CONCRETE IN ACCORDANCE WITH ASTM C94. MINMUM (28) DAY COMPRESSIVE STRENGTH SHALL BE 3,000 PSI W/ 3" SLUMP - U.N.O. BY STRUCTURAL.
4. REFER TO SINK LOCATIONS. G.C. TO CORDINATE ALL FLOOR SINK (F.S.) AND FLOOR DRAINS (F.D.) WITH EQUIPMENT PRIOR TO PLACEMENT.
5. VERIFY ALL CONDITIONS IN FIELD AND INFORM ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES. BASE TO BE PROVIDED AT ALL WALL CABINETS.
6. G.C. TO VERIFY EXISTING GRADES TO DETERMINE THE PROPER DATUM PRIOR TO COMMENCEMENT OF WORK.
7. PROVIDE 12" HIGH X 12" WIDE WATERPROOF MEMBRANE AT CONCRETE SLABWALL JOINTS AT ALL WET AREAS SUCH AS: COUNTER TOPS, BEVERAGE STATIONS, ETC.
8. PROVIDE INTERNAL WALL/ CEILING BLOCKING FOR ALL BATHROOM MIRRORS, GRAB BARS, COUNTER TOPS AT SERVICE AREAS, CEILING FANS, ETC.
9. DIMENSIONS SHOWN ON THE FLOOR PLANS ARE FROM FACE OF STUD, U.O.N.
10. THE CONTRACTOR SHALL NOT SCALE THE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING W/ CONSTRUCTION.
11. PER 2018 IBC - SECTION 1209.2.2: WALLS AND PARTITIONS WITHIN (2) FEET OF SERVICE SINKS, URINALS AND WATER CLOSETS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE, TO A HEIGHT OF NOT LESS THAN 48" ABOVE THE FLOOR, AND EXCEPT FOR STRUCTURAL ELEMENTS, THE MATERIALS USED IN SUCH WALLS SHALL BE OF A TYPE THAT IS NOT ADVERSLY AFFETED BY MOISTURE.

SRA 360

STEWART + REINDERSMA ARCHITECTURE, PLLC

5450 E. High Street, Suite 200
Phoenix, Arizona 85054
P: 480.515.5123
www.sra360.com

architect:
REGISTERED ARCHITECT CERTIFICATE NO. 42451 SAKE H. REINDERSMA ARIZONA USA
EXP. 3/31/2020

contact:

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PROJECT:
the elkwood flagstaff apartments
1002 N. 4TH. STREET
FLAGSTAFF, AZ

date:	12/12/2019
Issued for:	Site Plan Re-submittal
rev #	

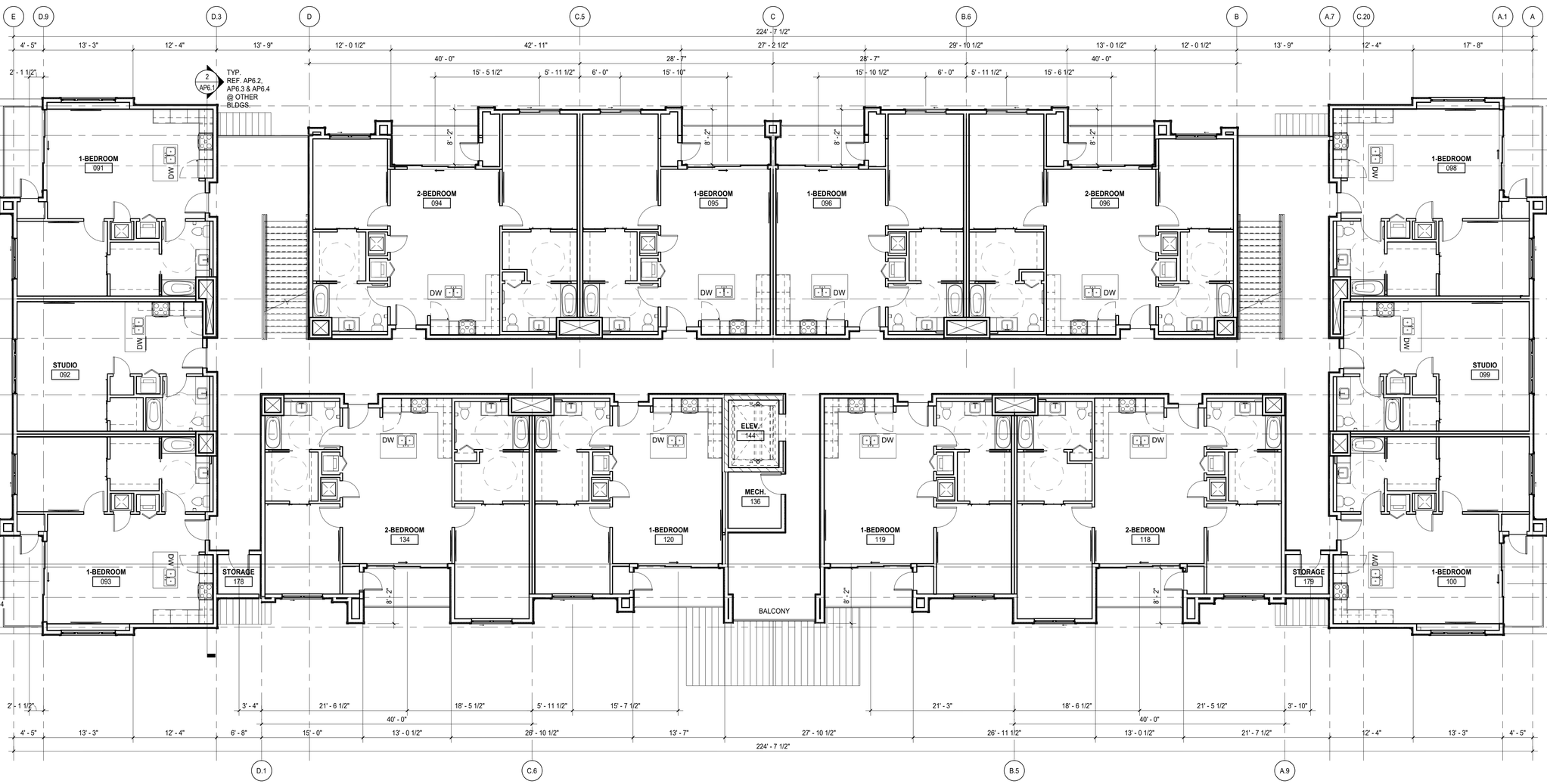
Rev	Description:	Date:

Job No.: 18-050

Sheet Title: FLOOR PLAN - 1ST FLOOR

Sheet No.: AP1.1

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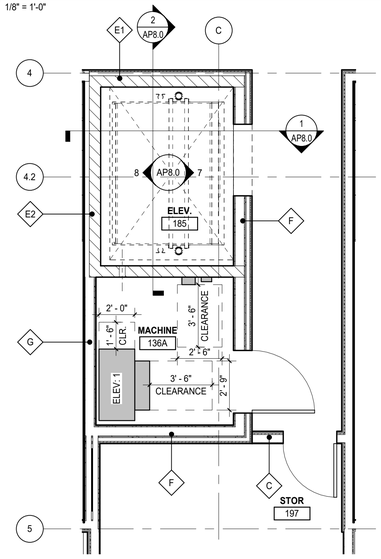


APARTMENT BUILDING

1 SECOND - FOURTH FLOOR PLANS - TYPICAL

1/8" = 1'-0"

NOTE: REFER TO SHEET A1.3 FOR TYP. UNIT PLAN DIMENSIONS



APARTMENT BUILDING

2 MACHINE ROOM PLAN AT 2ND FLOOR

1/4" = 1'-0"

GENERAL NOTES:

1. CONTRACTOR SHALL CONFIRM THAT PREVIOUSLY DIRT PLACED GRANULAR BACKFILL IS CLEAN OF ALL DEBRIS, AND/OR ORGANICS, AND CONFIRMS A MIN. 4" DEPTH PRIOR TO PLACEMENT OF CONCRETE SLAB.
2. CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301.
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PROJECT:
the elkwood flagsatff apartments
1002 N. 4TH. STREET
FLAGSTAFF, AZ

date:	12/12/2019
Issued for:	Site Plan Re-submittal
rev #	

Rev	Description:	Date:

Job No.: 18-050

Sheet Title:
FLOOR PLAN - 2ND THRU 4TH FLOORS

Sheet No.:
AP1.2

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APARTMENT BUILDING 01

1 SOUTH ELEVATION

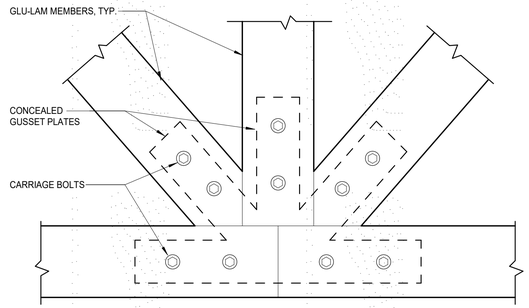
1/8" = 1'-0"



APARTMENT BUILDING 01

2 WEST ELEVATION

1/8" = 1'-0"



3 TYPICAL GLU-LAM TRUSS CONNECTION

N.T.S.

EXTERIOR MATERIALS - FINISH LEGEND

MATERIAL:

1	MANUFACTURED STONE VENEER - CORONADO STONE PRODUCTS
2	MANUFACTURED STONE SILL CAP
3	PREFINISHED METAL CORNICE CAP
4	FIBER CEMENT LAP SIDING - JAMESHARDIE HARDIEPLANK - SMOOTH
5	FIBER CEMENT TRIM - JAMES HARDIE HARDIETRIM - SMOOTH (COLOR MATCHES WALL BEHIND)
6	STANDING SEAM METAL ROOF - ATAS INTERNATIONAL - DUTCH SEAM
7	METAL RAILING
8	PREFINISHED METAL ROOF FACIA
9	GLU-LAM TRUSS, REF. CONNECTION DETAIL ABOVE
10	WOOD BRACKETS

COLOR:

A	CANYON LEDGE - CAPE COD GREY - LRV 28.75%
B	AUTUMN TAN - LRV 43.00%
C	WATERING CAN - LRV 47.00%
D	WOODSTOCK BROWN - LRV 23.00%
E	# 62 CHARCOAL GREY - SRI 29
F	PAINT TO MATCH- CHARCOAL GREY, MATTE
G	PRE-FINISHED TO MATCH - CHARCOAL GREY
H	SHERWIN-WILLIAMS - EXTERIOR SEMI-TRANSPARENT STAIN - SW3507 RIVERWOOD

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EXP. 3/31/2020

contact:

contact:
Flagstaff at 4th, LLC
8901 E. Mountain View Rd.
Scottsdale, AZ 85258
Contact: Roy Bade
C: (480) 295-7600

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PROJECT:

the elkwood flagsatff apartments

1002 N. 4TH. STREET
FLAGSTAFF, AZ 86004

date:	12/12/2019
Issued for:	Site Plan Re-submittal
rev #	

Rev	Description:	Date:

Job No.: 18-050

Sheet Title:

APART. BLDG. 1 COLOR EXT. ELEVATIONS

Sheet No.:

AP4.1

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APARTMENT BUILDING 01

1 NORTH ELEVATION

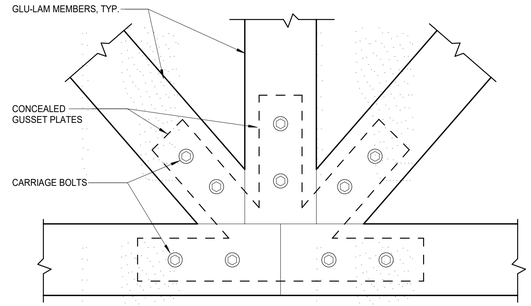
1/8" = 1'-0"



APARTMENT BUILDING 01

2 EAST ELEVATION

1/8" = 1'-0"



3 TYPICAL GLU-LAM TRUSS CONNECTION

N.T.S.

EXTERIOR MATERIALS - FINISH LEGEND

MATERIAL:

1	MANUFACTURED STONE VENEER - CORONADO STONE PRODUCTS
2	MANUFACTURED STONE SILL CAP
3	PREFINISHED METAL CORNICE CAP
4	FIBER CEMENT LAP SIDING - JAMESHARDIE HARDIEPLANK - SMOOTH
5	FIBER CEMENT TRIM - JAMES HARDIE HARDIETRIM - SMOOTH (COLOR MATCHES WALL BEHIND)
6	STANDING SEAM METAL ROOF - ATAS INTERNATIONAL - DUTCH SEAM
7	METAL RAILING
8	PREFINISHED METAL ROOF FACIA
9	GLU-LAM TRUSS, REF. CONNECTION DETAIL ABOVE
10	WOOD BRACKETS

COLOR:

A	CANYON LEDGE - CAPE COD GREY - LRV 28.75%
B	AUTUMN TAN - LRV 43.00%
C	WATERING CAN - LRV 47.00%
D	WOODSTOCK BROWN - LRV 23.00%
E	# 62 CHARCOAL GREY - SRI 29
F	PAINT TO MATCH- CHARCOAL GREY, MATTE
G	PRE-FINISHED TO MATCH - CHARCOAL GREY
H	SHERWIN-WILLIAMS - EXTERIOR SEMI-TRANSPARENT STAIN - SW3507 RIVERWOOD

SRA 360

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the elkwood flagstaff apartments
1002 N. 4TH. STREET
FLAGSTAFF, AZ 86004

date:	12/12/2019
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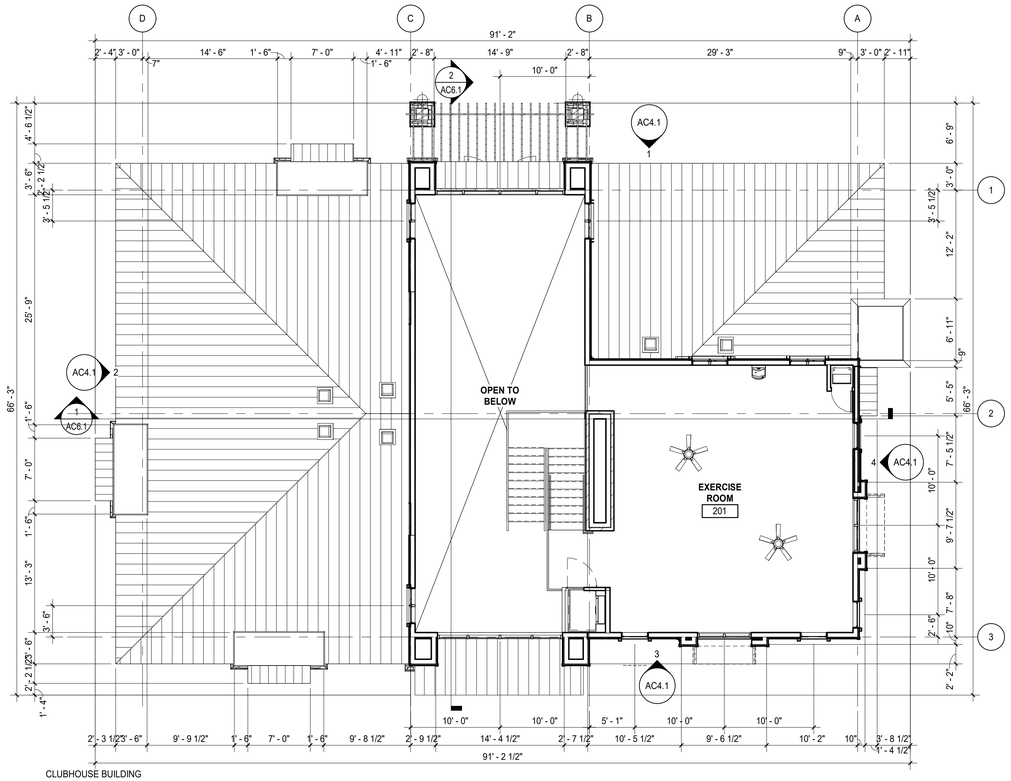
Rev	Description:	Date:

Job No.: 18-050

Sheet Title:
APART. BLDG. COLOR EXT. ELEVATIONS

Sheet No.:
AP4.2

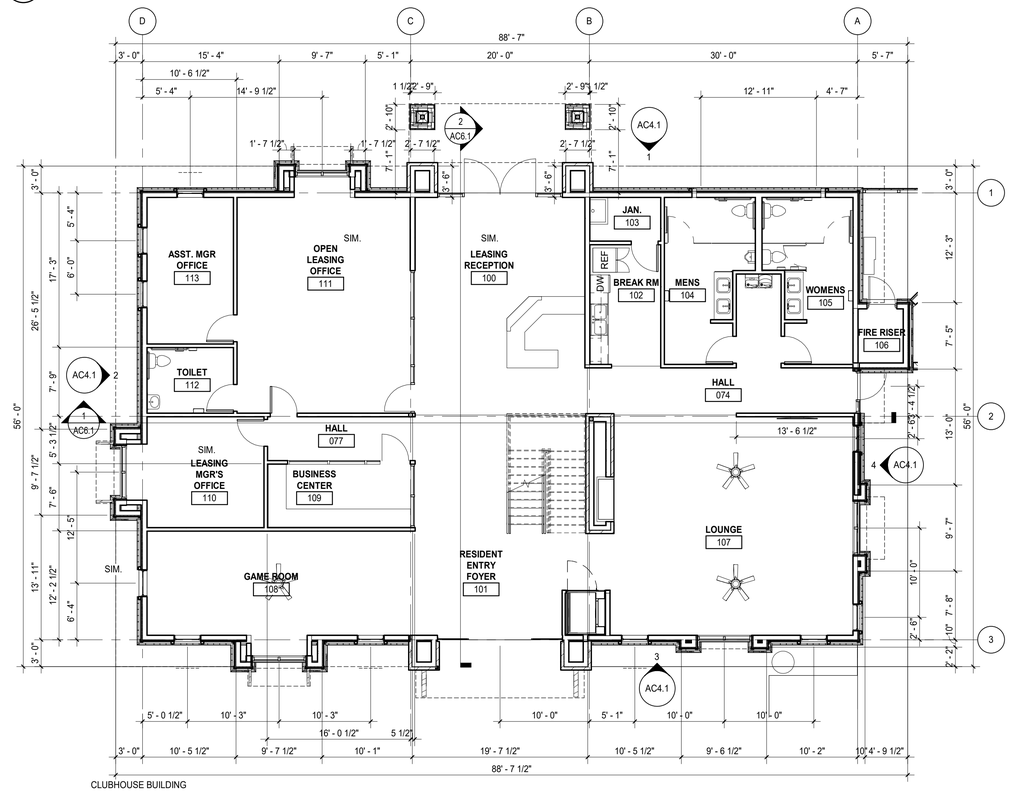
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CLUBHOUSE BUILDING

2 FLOOR PLAN - 2nd FLOOR

1/8" = 1'-0"



CLUBHOUSE BUILDING

1 FLOOR PLAN - 1st FLOOR

1/8" = 1'-0"

GENERAL NOTES:

1. CONTRACTOR SHALL CONFIRM THAT PREVIOUSLY DIRT PLACED GRANULAR BACKFILL IS CLEAN OF ALL DEBRIS, AND/OR ORGANICS, AND CONFIRMS A MIN. 4" DEPTH PRIOR TO PLACEMENT OF CONCRETE SLAB.
2. CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301.
3. CONCRETE SHALL BE READY-MIXED CONCRETE IN ACCORDANCE WITH ASTM C94. MINIMUM (28) DAY COMPRESSIVE STRENGTH SHALL BE 3,000 PSI W/ 3" SLUMP - U.N.O. BY STRUCTURAL.
4. REFER TO SINK LOCATIONS. G.C. TO CORDINATE ALL FLOOR SINK (F.S.) AND FLOOR DRAINS (F.D.) WITH EQUIPMENT PRIOR TO PLACEMENT.
5. VERIFY ALL CONDITIONS IN FIELD AND INFORM ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES. BASE TO BE PROVIDED AT ALL WALL CABINETS.
6. G.C. TO VERIFY EXISTING GRADES TO DETERMINE THE PROPER DATUM PRIOR TO COMMENCEMENT OF WORK.
7. PROVIDE 12" HIGH X 12" WIDE WATERPROOF MEMBRANE AT CONCRETE SLABWALL JOINTS AT ALL WET AREAS SUCH AS: COUNTER TOPS, BEVERAGE STATIONS, ETC.
8. PROVIDE INTERNAL WALL/ CEILING BLOCKING FOR ALL BATHROOM MIRRORS, GRAB BARS, COUNTER TOPS AT SERVICE AREAS, CEILING FANS, ETC.
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11. PER 2018 IBC - SECTION 1209.2.2: WALLS AND PARTITIONS WITHIN (2) FEET OF SERVICE SINKS, URINALS AND WATER CLOSETS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE, TO A HEIGHT OF NOT LESS THAN 48" ABOVE THE FLOOR, AND EXCEPT FOR STRUCTURAL ELEMENTS, THE MATERIALS USED IN SUCH WALLS SHALL BE OF A TYPE THAT IS NOT ADVERSLY AFFETED BY MOISTURE.

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date:	**12/12/2019**
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Rev	Description:	Date:

Job No.: **18-050**

Sheet Title:
FLOOR PLAN - 1ST & 2ND FLOORS - CLUBHOUSE

Sheet No.:
AC1.1

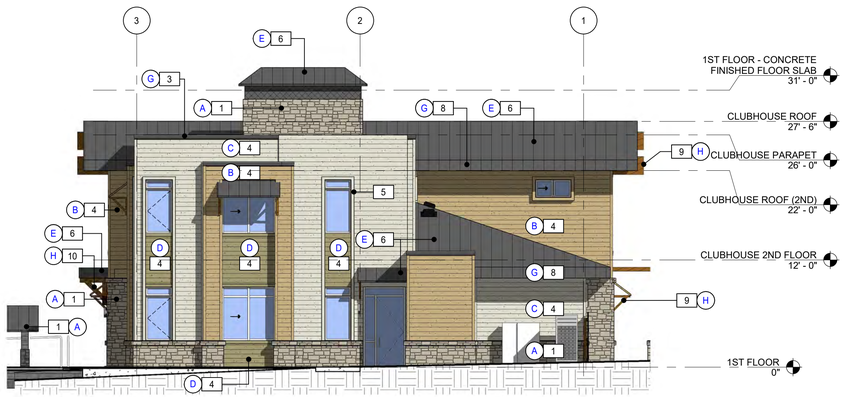
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CLUBHOUSE BUILDING

3 SOUTHWEST ELEVATION

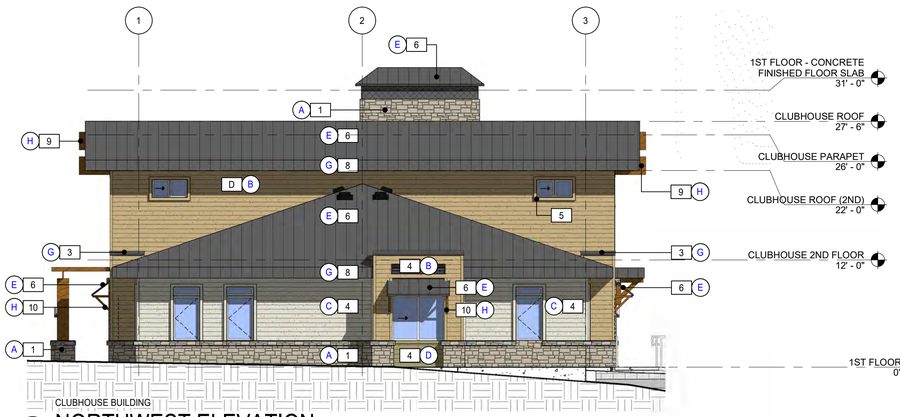
1/8" = 1'-0"



CLUBHOUSE BUILDING

4 SOUTHEAST ELEVATION

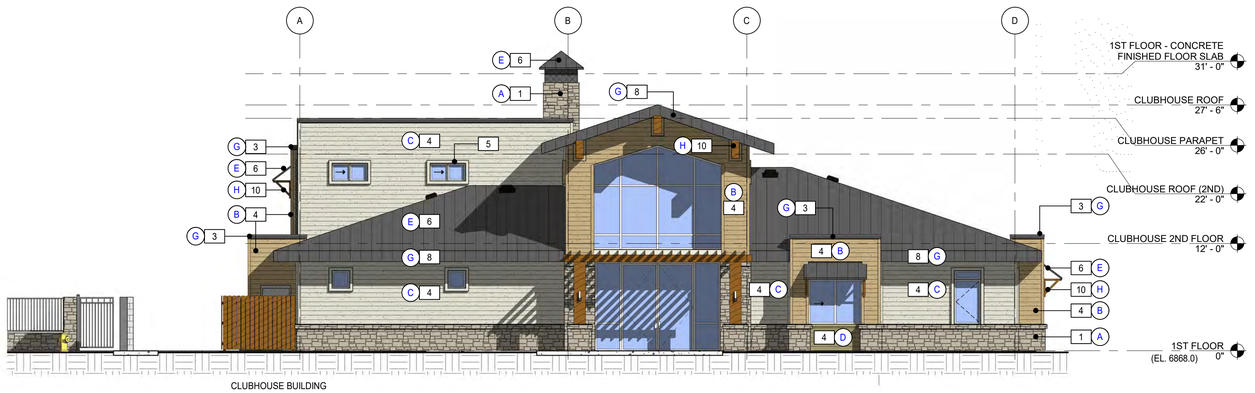
1/8" = 1'-0"



CLUBHOUSE BUILDING

2 NORTHWEST ELEVATION

1/8" = 1'-0"



CLUBHOUSE BUILDING

1 NORTHEAST ELEVATION

1/8" = 1'-0"

KEYED NOTES:

1. METAL PANEL FACADE, TYP.
2. WALL PACK LIGHTING - SEE ELECTRICAL DWGS.
3. STEEL TURNBUCKLE ROD BRACING AND SUPPORT , TYP.
4. CLADDED CANOPY COLUMN
5. ROLL-UP DOOR, TYP.
6. METAL CANOPY AND STEEL COLUMN, TYP.
7. METAL PIPE BOLLARDS, TYP.
8. 8'-0" HIGH SITE SCREEN WALL - DASHED - SEE SITE PLAN, TYP.
9. 16'-0" HIGH MASONRY SCREEN WALL
10. SITE SCREEN WALL - DASHED - SEE SITE PLAN, TYP.
11. MAIN ENTRY
12. STOREFRONT WINDOW SYSTEM. (TYP.) - 1" INSULATED GLASS WITH LOW-E COATING IN CLEAR ANODIZED ALUMINUM FRAMES. REFER TO WINDOW TYPES ON SHEET A.9.
13. MASONRY WALL WITH COVERED STAIRWELL - BEYOND
14. DOOR AND STAIR HIDDEN BEHIND MASONRY WALL
15. HOLLOW METAL DOOR AND FRAME, PAINTED - REFER TO DOOR SCHEDULE ON SHEET A.9.1.
16. CONCRETE SLAB ON GRADE/SIDEWALK AT BUILDING EXTERIOR. REFER TO SITE PLAN AND CIVIL.
17. ROOF LINE BEYOND.
18. FIRE DEPARTMENT CONNECTION.

EXTERIOR MATERIALS - FINISH LEGEND

MATERIAL:

1. MANUFACTURED STONE VENEER - CORONADO STONE PRODUCTS
2. MANUFACTURED STONE SILL CAP
3. PREFINISHED METAL CORNICE CAP
4. FIBER CEMENT LAP SIDING - JAMESHARDIE HARDIEPLANK - SMOOTH
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7. METAL RAILING
8. PREFINISHED METAL ROOF FACIA
9. GLU-LAM TRUSS, REF. CONNECTION DETAIL ABOVE
10. WOOD BRACKETS

COLOR:

- A. CANYON LEDGE - CAPE COD GREY - LRV 28.75%
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- C. WATERING CAN - LRV 47.00%
- D. WOODSTOCK BROWN - LRV 23.00%
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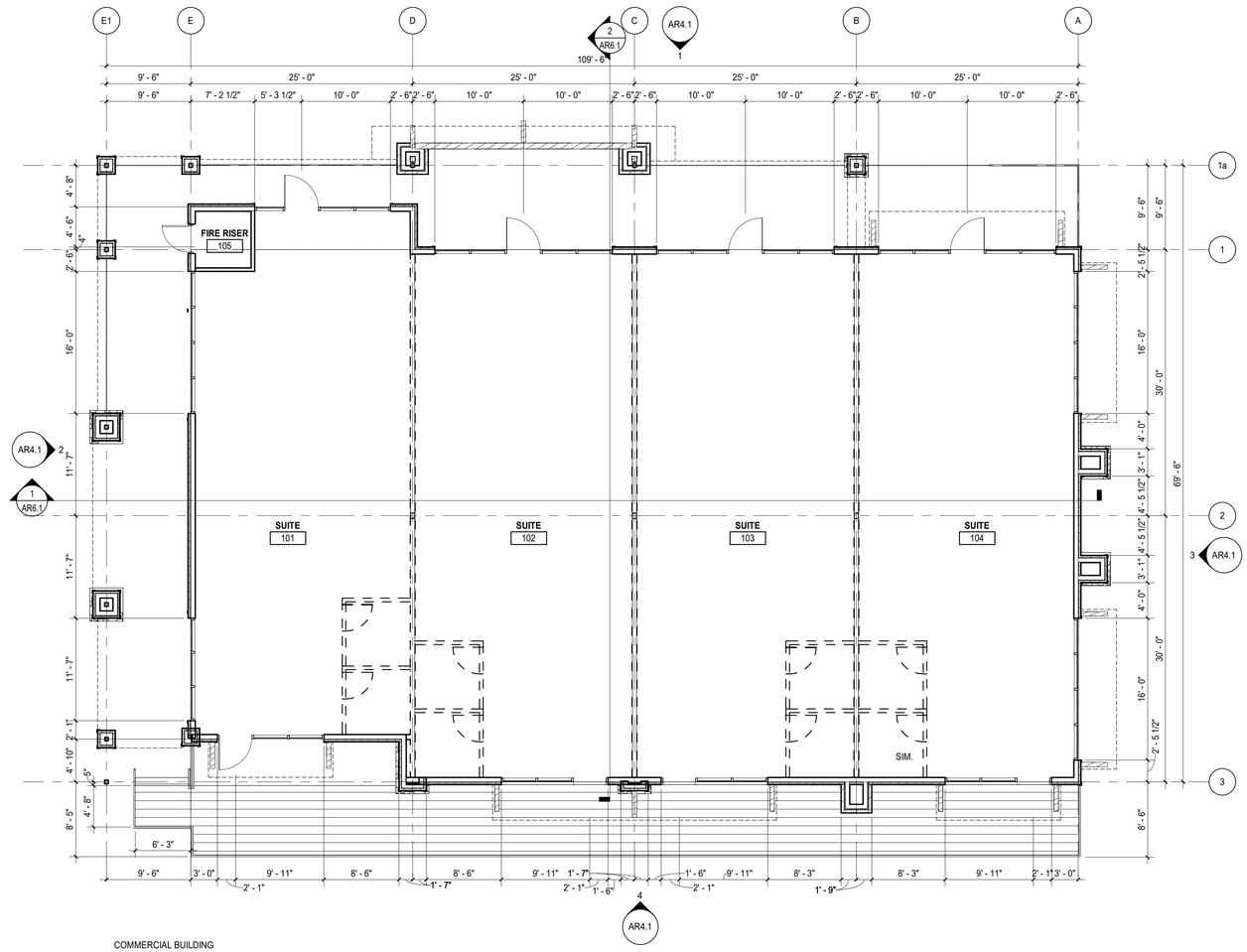
Rev	Description:	Date:

Job No.: 18-050

Sheet Title:
EXTERIOR ELEVATIONS - CLUBHOUSE

Sheet No.:
AC4.1

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COMMERCIAL BUILDING

1 FLOOR PLAN

1/8" = 1'-0"

GENERAL NOTES:

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FLOOR PLAN - 1ST FLOOR - COMMERCIAL BUILDING

Sheet No.:
AR1.1

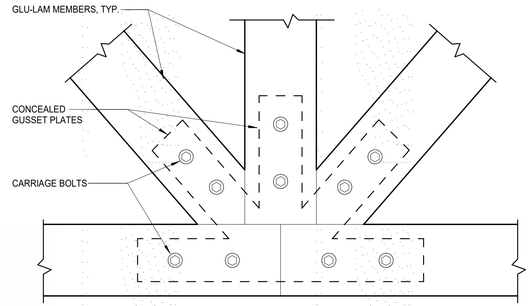
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COMMERCIAL BUILDING

4 SOUTHWEST ELEVATION

1/8" = 1'-0"



5 TYPICAL GLU-LAM TRUSS CONNECTION

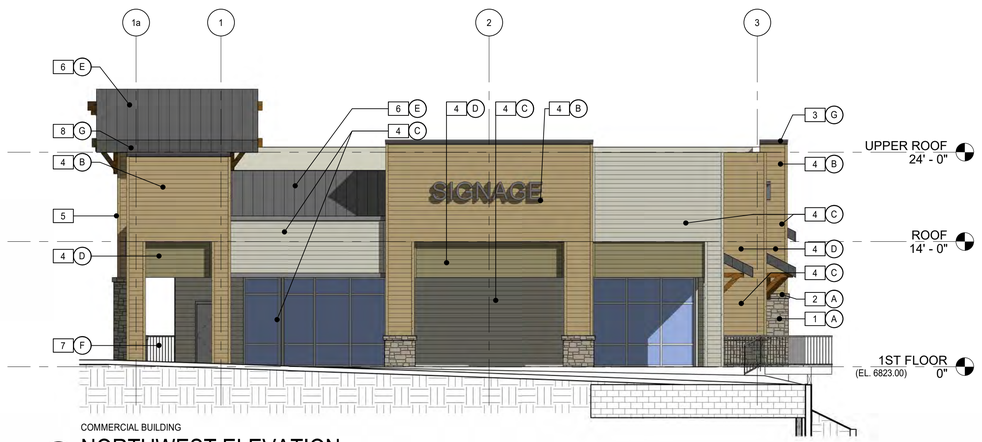
N.T.S.



COMMERCIAL BUILDING

3 SOUTHEAST ELEVATION

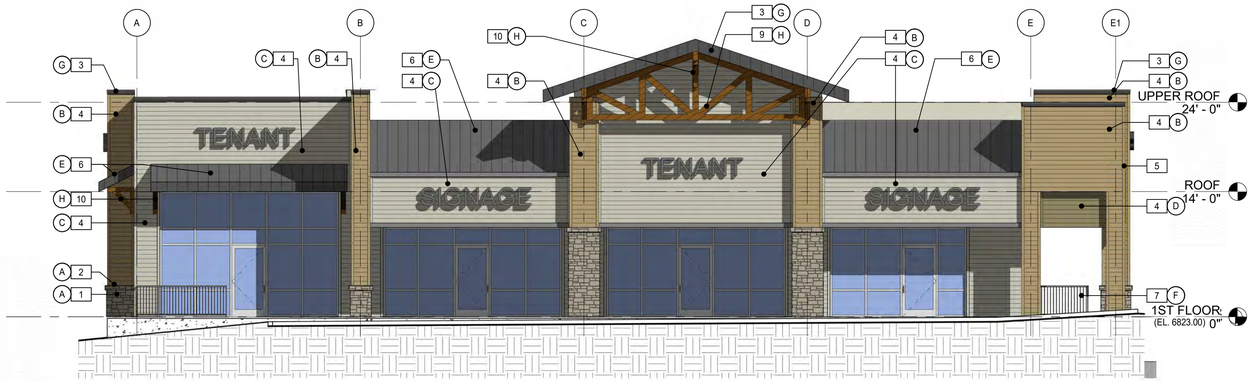
1/8" = 1'-0"



COMMERCIAL BUILDING

2 NORTHWEST ELEVATION

1/8" = 1'-0"



COMMERCIAL BUILDING

1 NORTHEAST ELEVATION

1/8" = 1'-0"

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EXTERIOR ELEVATIONS - COMMERCIAL BLDG

Sheet No.:
AR4.1

12/12/2019 11:08:26 AM C:\Users\TRICE\Documents\x18-050 xBase_Site_timHKAPZ.rvt

Patrick St. Clair

From: deweykettering@gmail.com
Sent: Thursday, October 17, 2019 1:54 PM
To: Patrick St. Clair
Subject: Parcel 106-08-005J (Northeast corner of Butler and Fourth St.)

Dear Mr. St. Clair,

As a resident of Sinagua Heights I strongly oppose the proposed four 4-story, high density plans of Stewart + Reindersma Architecture, PLLC. The property rises sharply from the intersection of Fourth St. and Butler Avenue and placing structures of that height at the top of the hill would affect the view shed for miles around. Another concern is the number of vehicles this will bring to area, as rush hour traffic is already a serious issue. Yet another developer from Phoenix attempting to change the character of Flagstaff in a negative way.

You are probably aware that the Canyon Del Rio development will be building diagonally across from this proposed project. Through the efforts of the citizens voicing their concerns and the listening by the Mayor and City Council, structures at Canyon Del Rio will be limited to 3-stories. This new development should have the same restrictions for the same reasons.

In short, I would be very unhappy if the current zoning were allowed to be amended to accommodate the firm's proposal to build these monstrosities on top of the hill. They would totally stick out and dominate the surrounding area. I know my neighbors will oppose the proposal as well. High-density should not be placed in an area that is Medium Density Residential.

Thank you,

Dewey Kettering

955 N. Sinagua Heights Dr.
Flagstaff, AZ 86004

Sent from Mail for Windows 10

Patrick St. Clair

From: Jennifer Curtis <jenmcurtis@yahoo.com>
Sent: Tuesday, October 29, 2019 2:11 PM
To: Mayor and Council; Patrick St. Clair
Subject: Stop the high density housing!

Dear City Council and Mr. St. Clair,
I have heard that another company is trying to change the zoning for another high density housing development on 4th and Butler. I keep thinking, the City has to be done allowing all these big developments, but then another one is built. I have kept quiet, thinking my one voice won't change anything AND the City has to see that all this high density housing is overrunning our city's infrastructure (to me it seems overly apparent), but apparently not everyone sees this as I do. It has gotten WAY out of control, especially with the announcement in the Daily Sun last week that S Milton has the Uncommon Flagstaff about to be built. Flagstaff's infrastructure and traffic need to be fixed before any more high density housing is allowed. It already takes twice the amount of time to get around town than it did 5 years ago. Do we really have all the students to fill all these units? Is the Hub full, the Standard? What about the other proposed housing to be built at Sawmill? We do not need more high density housing.
Please do not allow another one of these huge student housing or apartment complexes to be built.
Thank you,
Jennifer Curtis
Flagstaff resident since 2006

Patrick St. Clair

From: Winnie Ennenga <winnie.ennenga@gmail.com>
Sent: Sunday, November 3, 2019 8:25 PM
To: Mayor and Council; Patrick St. Clair
Subject: Traffic on Butler
Attachments: 20191031_075804.jpg

This is what traffic looks like at 8:00 in the morning on Butler. This is Fourth and Butler looking back east. Traffic was backed up to the elementary school on 10/31/2019.

Instead of bending over backwards to accommodate developers (who knew the zoning when they purchased the property), have some consideration for neighborhoods.

Wilma Ennenga



Patrick St. Clair

From: DM Roy <dmroy.or@gmail.com>
Sent: Thursday, June 25, 2020 3:20 PM
To: Patrick St. Clair; Alaxandra Pucciarelli
Subject: zoning map amendment, proposed

To my city government:

I received notice from Stewart + Reindersma Architecture that they are applying for an amendment to the zoning map [PZ-18-00202-01] for their medium-density apartment complex on Butler Ave near Fourth St., near my neighborhood.

I am strongly opposed to allowing an increase in residential density beyond the current zoning regulations. As it is, this new residential area will greatly increase traffic in an area of 2-lane roads, leading to severe congestion at the beginning and end of school- and workdays. Flagstaff has already experienced the negative fallout of overbuilding medium- to high-density housing in areas ill-suited to increased traffic. It is also not appropriate to waive current building-height restrictions; they are there for a reason, and we should maintain our city's character.

By the way, this area does not even have bike lanes, let alone a FUT to help with traffic and congestion. In fact, this part of Butler does not even have a shoulder to bike on.

Respectfully,
Diana Roy
Flagstaff

Patrick St. Clair

From: Patti Morison-Holmes <patti_flagstaff@yahoo.com>
Sent: Sunday, July 5, 2020 5:03 PM
To: Patrick St. Clair
Cc: Patti Morison-Holmes
Subject: Parcel 106-08-005J (Flagstaff at 4th)

Dear Mr. St. Clair:

I am writing in regards to the request of Flagstaff at 4th via Stewart + Reindersma Architecture, pllc for a Zoning Map Amendment (PZ-18-00205-01). As you know, the company wants to build four 4-story apartments along with a Clubhouse/Fitness Center, Leasing Office, Resident's Lounge and have 6000 square feet of Commercial Building available for businesses.

When plans were presented at a public meeting over a year ago, 3-story high apartments were mentioned as a possibility. With those, however, more buildings would be needed to meet the number of apartments that would be for rent. With 4-story high buildings, less buildings needed. Some selling points on the presenters at that meeting: 1. There would be some affordable apartments for lease. I do not recall the exact number; however, it was very small -- perhaps could be counted on two hands. 2. They also mentioned Trader Joe's and In-and-Out Burger as potential tenants--the way the presentation was worded it made it sound like they *would* be tenants. When I asked if they had firm commitments from TJ's and IAOB, one of the gentlemen speaking admitted the two businesses had not been confirmed; they would *like* to see them as tenants the man said. When asked if they had even contacted TJ's and IAOB, they had not. I had contacted TJ's (not because of this proposed development but trying to encourage them to come to Flagstaff). I received a letter back indicating that Flagstaff would not be considered as we did not have the population base. 3. The City said that the developer would be responsible for building up 4th Street and Butler due to ever-present possibility of flooding like what happened two summers ago. What I took away from that meeting was a leeriness of the Flagstaff at 4th project.

At this time, I am opposed not only to 4-story high buildings but for any more apartments being built in Flagstaff at this time. First, the height, in my opinion, does not fit in with what currently exists. Second, There will be new apartments built on the old DVM site. New ones are being constructed at 89A and Lake Mary Road. The newest apartments in Flagstaff (The Hub (aka The Jack), The Standard and Fremont Station) have yet to be filled to capacity by renters. In addition, the last I knew, there were *no* businesses in any of the commercial spaces available at those three complexes. At this point, Flagstaff seems to be saturated with apartments and many not rented.

Another concern about additional apartments (in addition to new single-family housing, townhouse developments and the like) is water. Years ago (2003?), Level I water restrictions were put into place. As you are aware, odd-numbered addresses could water on Tuesday, Thursday and Saturday; even-numbered on Wednesday, Friday and Sunday; no watering on Monday. Since Flagstaff has continuously been on this restriction, how will Flagstaff continue to supply water to existing and now all these new developments? Go on a Level II or higher restriction?

Mr. Sake Reindersma, in the letter the impacted neighborhoods received, indicated that the "...application and development file will be available for viewing at

https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission. I would have liked to have read that. After doing many searches, all I could find was an Excel spreadsheet listing Flagstaff at 4th and three other proposed buildings' needs (from 12/2019-1/2020). It would be nice if that website was more user-friendly or Mr. Reindersma had put the direct link to the application and development file. Is there additional information in there that may not sit well with the surrounding neighborhoods?

Though I feel a decision has already been made regarding the proposed variance, I felt the City needed to know of concerns.

Interesting note: In Mr. Reindersma's letter, he incorrectly listed your email address as pstclair@flagstaff.gov. I wonder how many people may have tried to email you only to have that email bounce back to them (mine did three times until I searched for you under City of Flagstaff government).

Thank you for taking time to read this email.

Sincerely,

Patricia Morison-Holmes
Resident: Miramonte at Forest Springs Phase I

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kevin Fincel, Deputy City Attorney
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-49: A resolution approving a Binding Waiver of Enforcement between the City of Flagstaff and Northgate Holdings, LLC related to properties owned by Northgate generally located north of Ellery Avenue and south of Dupont Avenue on South San Francisco Street.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-49 by title only
2) City Clerk reads Resolution No. 2020-49 by title only (if approved above)
3) Adopt Resolution No. 2020-49

Executive Summary:

Northgate Holdings, LLC ("Northgate") is the owner of six parcels of land located north of Ellery Avenue and south of Dupont Avenue on South San Francisco Street in Flagstaff, with Assessor Parcel Numbers 103-15-023, 103-15,024, 103-15-025, 103-15-026, 103-15-002, and 103-15-003 ("Northgate Properties"). The Northgate Properties are zoned Community Commercial (CC) and also have the option to elect T4 Neighborhood 1 (T4N.1) transect zoning.

On December 19, 2017, the Flagstaff City Council adopted a land use law, Ordinance 2017-31, which made various amendments to the Flagstaff Zoning Code. Northgate was the owner of the Northgate Properties on December 19, 2017.

Arizona Revised Statutes §12-1134 ("Prop 207") allows a property owner to seek just compensation when a city adopts a land use law that reduces the property owner's existing rights to use, divide, sell, or possess private real property and such action reduces the fair market value of the property. On December 2, 2019, Northgate filed a claim for just compensation under Prop 207, asserting that some of the amendments to the Flagstaff Zoning Code adopted by Ordinance 2017-31 reduced its rights to use the Northgate Properties and thereby reduced the fair market value of the Northgate Properties. Northgate is seeking $2 million in just compensation for the alleged reduction in market value of the Northgate Properties.

In response to a claim for just compensation under Prop 207, a city may reach an agreement with the property owner on the demanded compensation, deny the demanded compensation and defend such denial in litigation, amend the use law, repeal the land use law, or issue to the property owner a binding waiver of enforcement of the land use law on the owner's specific parcels.

If the City Council approves and adopts the attached resolution approving a Binding Waiver of Enforcement between the City and Northgate, the Northgate Properties would not be subject to the

following amendments adopted by Ordinance 2017-31:

a. Deletion of prior table 10-50-110.030.A (page 5), and addition of new table 10-50-110.030.A (page 6).
b. Addition of “max lot width” and “max lot depth” in section 10-50-110.180.B (page 8).
c. Deletion of “primary or” from pedestrian access standards in 10-50.110.180.D (page 8).
d. Addition of “access from a side street or alley is preferred” in 10-50.110.180.F (page 8).
e. Addition of 10-50.110.180.I relating to facade plane (page 8).

Financial Impact:

Adoption of the resolution and approval of the Binding Waiver of Enforcement will moot Northgate's claim for $2 million in just compensation.

Policy Impact:

None.

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

None.

Has There Been Previous Council Decision on This:

No.

Attachments:

Res. 2020-49
Binding Waiver of Enforcement
Northgate Properties Map
Ord. 2017-31
Presentation

RESOLUTION NO. 2020-49

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING A BINDING WAIVER OF ENFORCEMENT BETWEEN THE CITY OF FLAGSTAFF AND NORTHGATE HOLDINGS, LLC, RELATING TO ASSESSOR PARCEL NUMBERS 103-15-023, 103-15-024, 103-15-025, 103-15-026, 103-15-002, AND 103-15-003, GENERALLY LOCATED NORTH OF ELLERY AVENUE AND SOUTH OF DUPONT AVENUE ON SOUTH SAN FRANCISCO STREET WITHIN THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, Northgate Holdings, LLC ("Northgate") is the owner of six parcels of land located north of Ellery Avenue and south of Dupont Avenue on South San Francisco Street in Flagstaff, with Assessor Parcel Numbers 103-15-023, 103-15,024, 103-15-025, 103-15-026, 103-15-002, and 103-15-003 ("Northgate Properties"); and

WHEREAS, the Northgate Properties are zoned Community Commercial (CC) and also have the option to elect T4 Neighborhood 1 (T4N.1) transect zoning; and

WHEREAS, on December 19, 2017, the Flagstaff City Council adopted a land use law, Ordinance 2017-31, which made various amendments to the Flagstaff Zoning Code; and

WHEREAS, Northgate was the owner of the Northgate Properties on December 19, 2017; and

WHEREAS, Arizona Revised Statutes §12-1134 ("Prop 207") allows a property owner to seek just compensation when a city adopts a land use law that reduces the property owner's existing rights to use, divide, sell, or possess private real property and such action reduces the fair market value of the property; and

WHEREAS, on December 2, 2019, Northgate filed a claim for just compensation under Prop 207, asserting that some of the amendments to the Flagstaff Zoning Code adopted by Ordinance 2017-31 reduced its rights to use the Northgate Properties and thereby reduced the fair market value of the Northgate Properties; and

WHERAS, Northgate is seeking $2 million in just compensation for the alleged reduction in market value of the Northgate Properties; and

WHEREAS, in response to a claim for just compensation under Prop 207, a city may reach an agreement with the property owner on the demanded compensation, deny the demanded compensation and defend such denial in litigation, amend the use law, repeal the land use law, or issue to the property owner a binding waiver of enforcement of the land use law on the owner's specific parcels; and

WHEREAS, the City and Northgate acknowledge and agree that the Northgate Properties shall not be subject to certain amendments adopted by Ordinance 2017-31 and that a binding waiver of enforcement will be executed by the City to that effect.

ENACTMENTS:

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

SECTION 1. That the Binding Waiver of Enforcement by and between the City of Flagstaff and Northgate Holdings, LLC, which is attached hereto, is hereby approved and the Mayor is authorized to execute the Binding Waiver of Enforcement.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of August, 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Binding Waiver of Enforcement

WHEN RECORDED, MAIL TO:

Flagstaff City Clerk
Stacy Saltzburg
211 W. Aspen Avenue
Flagstaff, AZ 86001

Gammage & Burnham
Attn: Cameron Artigue, Esq.
40 North Central Avenue, 20th Floor
Phoenix, Arizona 85004

BINDING WAIVER OF ENFORCEMENT

THIS BINDING WAIVER OF ENFORCEMENT (this "Waiver") is made and entered into this 7th day of September 2020, by and between the City of Flagstaff, an Arizona municipal corporation (the "City"), and Northgate Holding, an Arizona limited liability company ("Northgate").

RECITALS:

A. Northgate Holdings, LLC ("Northgate") is the owner of six parcels of land located north of Ellery Avenue and South of Dupont Avenue on South San Francisco Street in Flagstaff, with Assessor Parcel numbers 103-15-023, 103-15,024, 103-15-025, 103-15-026, 103-15-002, and 103-15-003 ("Northgate Properties").

B. The Northgate Properties are zoned Community Commercial (CC) and also have the option to elect T4 Neighborhood 1 (T4N.1) transect zoning.

C. On December 19, 2017, the Flagstaff City Council adopted a land use law, Ordinance 2017-31, which made various amendments to the Flagstaff Zoning Code.

D. Northgate was the owner of the Northgate Properties on December 19, 2017.

E. Arizona Revised Statutes §12-1134 ("Prop 207") allows a property owner to seek just compensation when a city adopts a land use law that reduces the property owner's existing rights to use, divide, sell, or possess private real property and such action reduces the fair market value of the property.

F. On December 2, 2019, Northgate filed a claim for just compensation under Prop 207, asserting that some of the amendments to the Flagstaff Zoning Code adopted by Ordinance 2017-31 reduced its rights to use the Northgate Properties and thereby reduced the fair

market value of the Northgate Properties.

G. In response to a claim for just compensation under Prop 207, a city may reach an agreement with the property owner on the demanded compensation, deny the demanded compensation and defend such denial in litigation, amend the use law, repeal the land use law, or issue to the property owner a binding waiver of enforcement of the land use law on the owner's specific parcels.

H. The City and Northgate acknowledge and agree that the Northgate Properties shall not be subject to certain amendments adopted by Ordinance 2017-31 and that a binding waiver of enforcement will be executed by the City to that effect.

NOW, THEREFORE, for and in consideration of the premises above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Northgate state, confirm, and agree as follows:

1) Incorporation of Recitals. The recitals stated above are true and correct and are incorporated herein.

2) Binding Waiver of Enforcement. The City and Northgate agree and declare that the following amendments to the Flagstaff Zoning Code adopted by Ordinance 2017-31 shall not be enforced nor applicable to the entirety, or any portion of the Northgate Properties, and as result, are not triggered by the Ordinance:

    a) Deletion of prior table 10-50-110.030.A (page 5), and addition of new table 10-50-110.030.A (page 6).
    b) Addition of "max lot width" and "max lot depth" in section 10-50-110.180.B (page 8).
    c) Deletion of "primary or" from pedestrian access standards in 10-50.110.180.D (page 8).
    d) Addition of "access from a side street or alley is preferred" in 10-50.110.180.F (page 8).
    e) Addition of 10-50.110.180.I (page 8).

3) Recordation. This Waiver shall be adopted by Resolution of the Flagstaff City Council and recorded in its entirety in the Official Records of Coconino County, Arizona, not later than ten (10) days after this Waiver takes effect in recordable form by each of the City of Flagstaff and Northgate.

4) Covenants Running with Land; Inurement. The covenants, conditions, terms, and provisions of this Waiver relating to use of the Northgate Properties shall run with the properties and shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to such properties.

5) Governing Law. This Waiver, and all rights and obligations created hereby, shall be determined and governed by the laws of the State of Arizona.

IN WITNESS WHEREOF, the Parties have executed this Waiver to be effective 30 days after the date and time a resolution approving and adopting this Waiver is approved by the Flagstaff City Council.

City of Flagstaff

_____
Mayor

Attest:

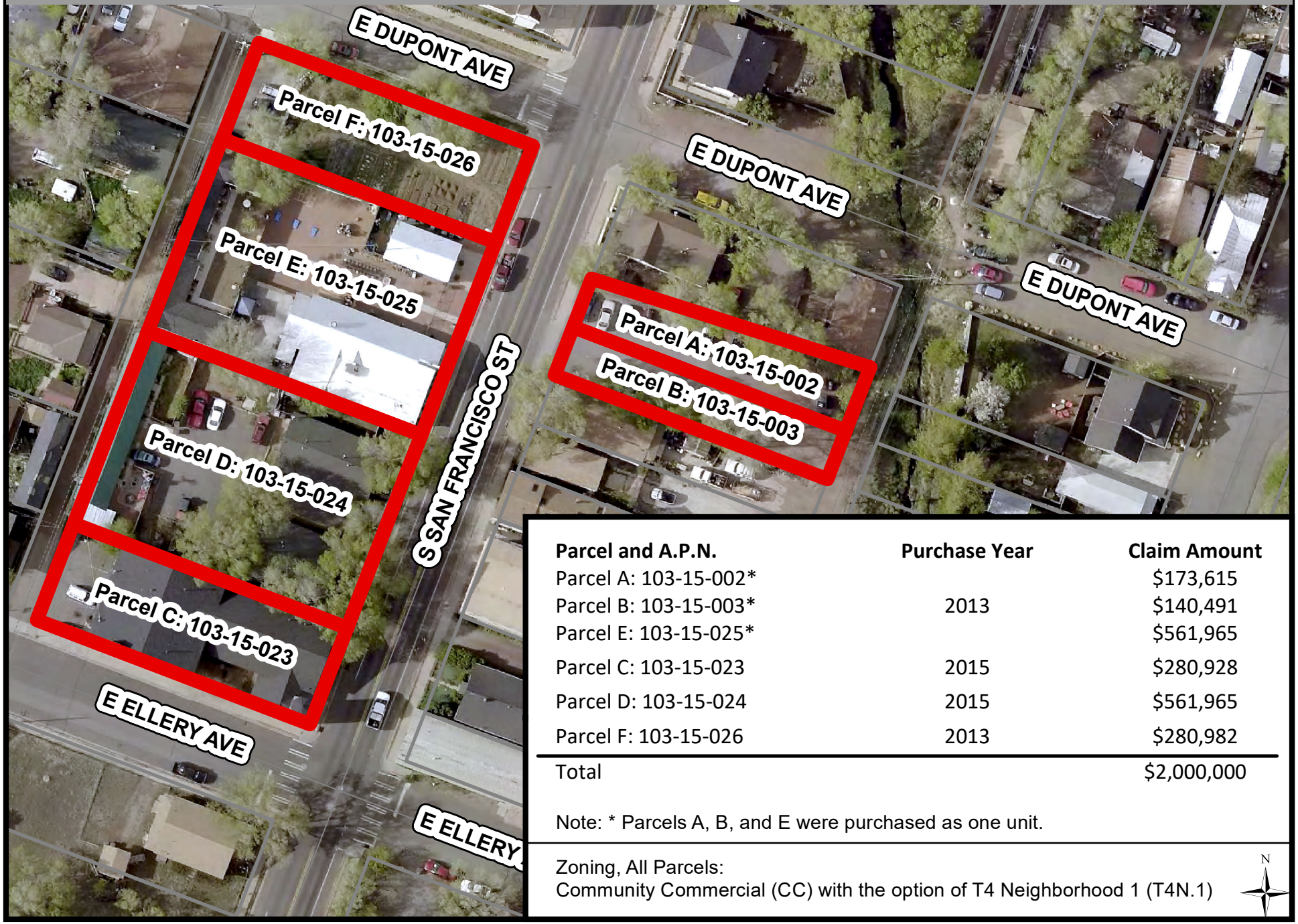
_____
City Clerk

_____
City Attorney

Owner:

By: _____
Its: _____

Location Map



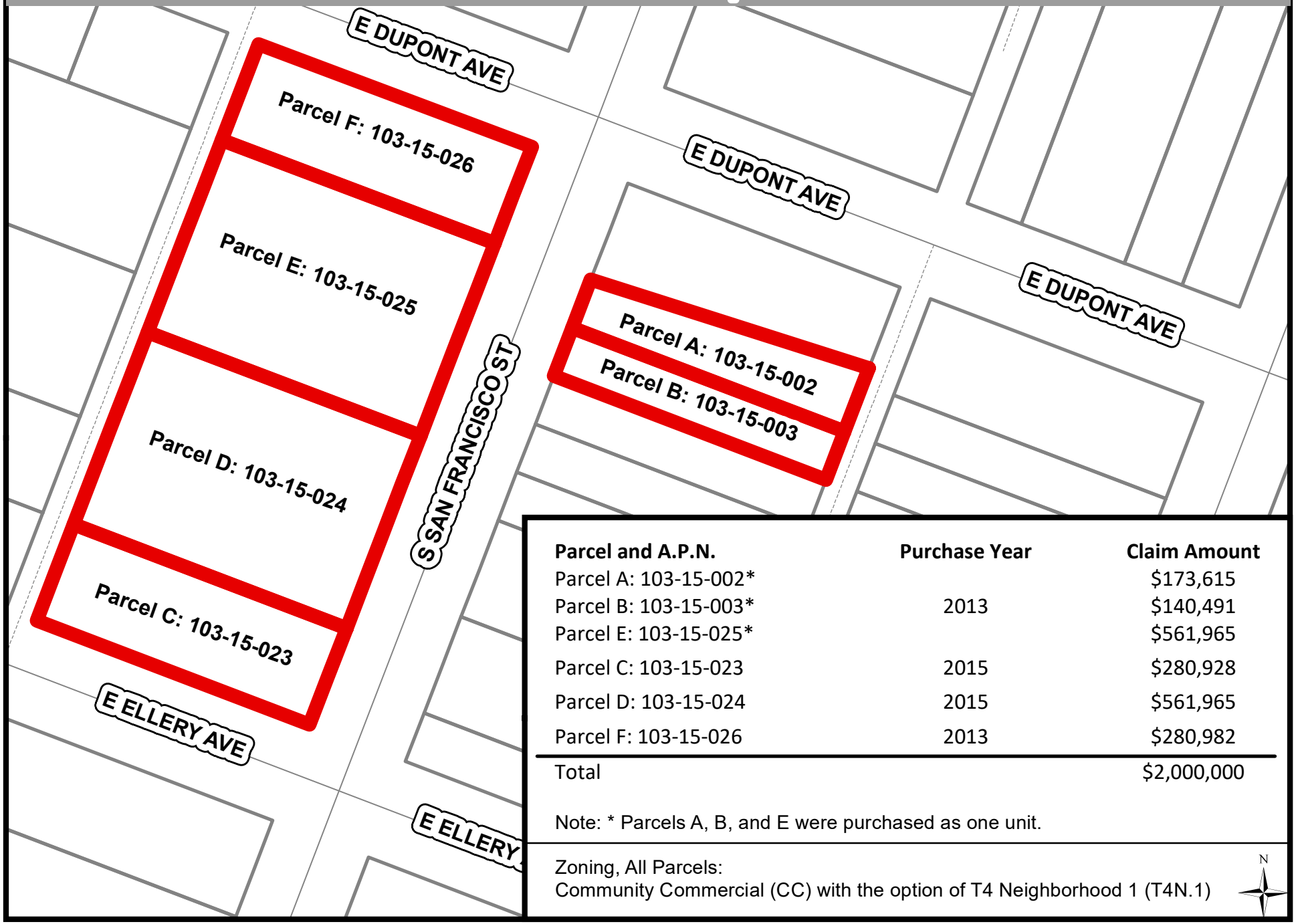
Parcel and A.P.N.	Purchase Year	Claim Amount
Parcel A: 103-15-002*		$173,615
Parcel B: 103-15-003*	2013	$140,491
Parcel E: 103-15-025*		$561,965
Parcel C: 103-15-023	2015	$280,928
Parcel D: 103-15-024	2015	$561,965
Parcel F: 103-15-026	2013	$280,982
Total		$2,000,000

Note: * Parcels A, B, and E were purchased as one unit.

Zoning, All Parcels:
Community Commercial (CC) with the option of T4 Neighborhood 1 (T4N.1)

N

Location Map



Parcel and A.P.N.	Purchase Year	Claim Amount
Parcel A: 103-15-002*		$173,615
Parcel B: 103-15-003*	2013	$140,491
Parcel E: 103-15-025*		$561,965
Parcel C: 103-15-023	2015	$280,928
Parcel D: 103-15-024	2015	$561,965
Parcel F: 103-15-026	2013	$280,982
Total		$2,000,000

Note: * Parcels A, B, and E were purchased as one unit.

Zoning, All Parcels:
Community Commercial (CC) with the option of T4 Neighborhood 1 (T4N.1)

N

ORDINANCE NO. 2017-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, *THE CITY OF FLAGSTAFF ZONING CODE*, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has determined that amendments to the Zoning Code, Title 10 of the Flagstaff City Code, are necessary in order to ensure, among other things, correction of known errors, ease of use through simplified standards, consistency in interpretation and application of standards and procedures, and greater predictability in the application of the Zoning Code; and

WHEREAS, the Planning and Zoning Commission at their public meeting on October 25, 2017 provided recommendations to City Council on the Proposed Amendments; and

WHEREAS, the City Council finds that the City has complied with the statutory notice and meeting requirements.

ENACTMENTS:

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

SECTION 1. In General.

That Title 10, Flagstaff Zoning Code, is hereby amended as follows:

Division 10-40.40, TRANSECT ZONES

Section 10-40.40.040.B, Allowed Building Types (T2)

B. Allowed Building Types [1,2]	
Carriage House	SINGLE-FAMILY HOUSE
Single-Family Estate	

[1] See Division 10-50.110 (Specific to Building Types) for building type descriptions and regulations.
[2] See Division 10-50.30 (Building Height) and 10-50.110 (Specific to Building Types) for additional building form regulations.

Section 10-40.40.040.E, Encroachments and Frontage Types (T2)

E. Encroachments and Frontage Types	
Allowed Private Frontage Types [3]	
Common Yard	~~Stoop~~ PORCH, ENGAGED
Porch, PROJECTING	PORCH, INTEGRAL

[3] See Division 10-50.120 (Specific to Private Frontages) for private frontage type descriptions and regulations.

Section 10-40.40.050.B, Allowed Building Types (T3N.1)

B. Allowed Building Types [1,3]	
Bungalow Court [2]	Duplex, Side-by-Side [2]
Carriage House	Single-Family Cottage
Duplex, Stacked [2]	~~Single-Family Estate~~
Duplex, Front-and-Back [2]	Single-Family House

[1] See Division 10-50.110 (Specific to Building Types) for building type descriptions and regulations.
[2] Permitted only if the building types exists at the effective date of the Zoning Code.
[3] See Division 10-50.30 (Building Height) and 10-50.110 (Specific to Building Types) for additional building form regulations.

Section 10-40.40.050.E, Encroachments and Frontage Types (T3N.1)

E. Encroachments and Frontage Types	
Allowed Private Frontage Types [5]	
Common Yard	PORCH, INTEGRAL
Porch, PROJECTING	STOOP
PORCH, ENGAGED	

[5] See Division 10-50.120 (Specific to Private Frontages) for private frontage type descriptions and regulations.

Section 10-40.40.060.B, Allowed Building Types (T3N.2)

B. Allowed Building Types [1,2]	
Bungalow Court	~~Live/Work~~
Carriage House	Single-Family Cottage
Duplex, Front-and-Back	~~Single-Family Estate~~ TRIPLEX, STACKED
Duplex, Side-by-Side	Single-Family House
Duplex, Stacked	

[1] See Division 10-50.110 (Specific to Building Types) for building type descriptions and regulations.
[2] See Division 10-50.30 (Building Height) and 10-50.110 (Specific to Building Types) for additional building form regulations.

Section 10-40.40.060.E, Encroachments and Frontage Types (T3N.2)

E. Encroachments and Frontage Types	
Allowed Private Frontage Types [5]	
Common Yard	Stoop
Porch, PROJECTING	PORCH, INTEGRAL
PORCH, ENGAGED	

[5] See Division 10-50.120 (Specific to Private Frontages) for private frontage type descriptions and regulations.

Section 10-40.40.070.C, Allowed Building Types (T4N.1)

B. Allowed Building Types [1,3]	
Apartment Building	Duplex, Stacked
Apartment House	Live/Work [2]
Bungalow Court	Single-Family Cottage
Carriage House	Single-Family House
Courtyard Apartment	~~Stacked Triplex~~ TRIPLEX, STACKED
Duplex, Front-and-Back	Townhouse
Duplex, Side-by-Side	

[1] See Division 10-50.110 (Specific to Building Types) for building type descriptions and regulations.

[2] Allowed only in open sub-zone(s).

[3] See Division 10-50.30 (Building Height) and 10-50.110 (Specific to Building Types) for additional building form regulations.

Section 10-40.40.070.F, Frontage Types and Encroachments (T4N.1)

F. Frontage Types and Encroachments	
Allowed Private Frontage Types [5]	
Stoop	Forecourt
Porch, PROJECTING	COMMON YARD
PORCH, ENGAGED	TERRACE/LIGHTWELL [6]
PORCH, INTEGRAL	TERRACE SHOPFRONT [6]
SHOPFRONT [6]	GALLERY [6]

[5] See Division 10-50.120 (Specific to Private Frontages) for private frontage type descriptions and regulations.

[6] Allowed only in open sub-zone(s).

Section 10-40.40.080.C, Allowed Building Types (T4N.2)

B. Allowed Building Types [1,3]	
Apartment Building	Duplex, Side-by-Side
Apartment House	Duplex, Stacked
Bungalow Court	Live/Work [2]
Commercial Block [2]	Single-Family Cottage
Carriage House	Single-Family House
Courtyard Apartment	Townhouse
Duplex, Front-and-Back	~~Stacked Triplex~~ TRIPLEX, STACKED

[1] See Division 10-50.110 (Specific to Building Types) for building type descriptions and regulations.
[2] Allowed only in open sub-zone(s).
[3] See Division 10-50.30 (Building Height) and 10-50.110 (Specific to Building Types) for additional building form regulations.

Section 10-40.40.080.F, Encroachments and Frontage Types (T4N.2)

F. Encroachments and Frontage Types	
Allowed Private Frontage Types [6]	
Stoop	Forecourt
Gallery [7]	Terrace/Lightwell [7]
Shopfront [7]	Porch, ENGAGED
PORCH, PROJECTING	PORCH, INTEGRAL
TERRACE SHOPFRONT [7]	COMMON YARD

[6] See Division 10-50.120 (Specific to Private Frontages) for private frontage type descriptions and regulations.
[7] Allowed only in open sub-zone(s).

Section 10-40.40.090.C, Allowed Building Types (T5)

B. Allowed Building Types [1,3]	
Apartment Building [2]	~~Duplex, Front-and-Back~~ [2]
Apartment House [2]	~~Duplex, Side-by-Side~~ [2]
~~Carriage House~~	~~Duplex, Stacked~~ [2] TOWNHOUSE [2]
Commercial Block	Live/Work
Courtyard Apartment [2]	~~Stacked Triplex~~

[1] See Division 10-50.110 (Specific to Building Types) for building type descriptions and regulations.
[2] Allowed only in open sub-zone(s).
[3] See Division 10-50.30 (Building Height) and 10-50.110 (Specific to Building Types) for additional building form regulations.

Section 10-40.40.090.F, Encroachments and Frontage Types (T5)

F. Encroachments and Frontage Types	
Allowed Private Frontage Types [6]	
Forecourt	Stoop [7]
Gallery	Terrace/Lightwell
Shopfront	Terrace Shopfront
PORCH, PROJECTING [7]	PORCH, INTEGRAL [7]
PORCH, ENGAGED [7]	
[6] See Division 10-50.120 (Specific to Private Frontages) for private frontage type descriptions and regulations.	
[7] Allowed only in open sub-zone(s).	

Section 10-40.40.100.E, Encroachments and Frontage Types (T6)

E. Encroachments and Frontage Types	
Allowed Private Frontage Types [5]	
Terrace/Lightwell	Gallery
Shopfront	Terrace Shopfront
~~Forecourt~~	
[5] See Division 10-50.120 (Specific to Private Frontages) for private frontage type descriptions and regulations.	

Division 10-50.110, SPECIFIC TO BUILDING TYPES

Table 10-50.110.030.A, Building Types General

DELETE Table 10-50.110.030.A in its entirety.

Table 10-50.110.030.A, Allowed Building Types

ADD the following table:

A. ALLOWED BUILDING TYPES												
BUILDING TYPE [1]	SECTION	TRANSECT ZONE										
		T1	T2	T3N.1	T3N.2	T4N.1	T4N.1-O	T4N.2	T4N.2-O	T5	T5-O	T6
CARRIAGE HOUSE	10-50.110.040	--	A	A	A	A	A	A	A	--	--	--
SINGLE-FAMILY ESTATE	10-50.110.050	--	A	--	--	--	--	--	--	--	--	--
SINGLE-FAMILY HOUSE	10-50.110.060	--	A	A	A	A	A	A	A	--	--	--
SINGLE-FAMILY COTTAGE	10-50.110.070	--	--	A	A	A	A	A	A	--	--	--
BUNGALOW COURT	10-50.110.080	--	--	A	A	A	A	A	A	--	--	--
DUPLEX, SIDE-BY-SIDE	10-50.110.090	--	--	A	A	A	A	A	A	--	--	--
DUPLEX, STACKED	10-50.110.100	--	--	A	A	A	A	A	A	--	--	--
DUPLEX, FRONT-AND-BACK	10-50.110.110	--	--	A	A	A	A	A	A	--	--	--
TRIPLEX, STACKED	10-50.110.120	--	--	--	A	A	A	A	A	--	--	--
TOWNHOUSE	10-50.110.130	--	--	--	--	A	A	A	A	--	A	--
APARTMENT HOUSE	10-50.110.140	--	--	--	--	A	A	A	A	--	A	--
COURTYARD APARTMENT	10-50.110.150	--	--	--	--	A	A	A	A	--	A	--
LIVE/WORK	10-50.110.160	--	--	--	--	--	A	--	A	A	A	A
APARTMENT BUILDING	10-50.110.170	--	--	--	--	A	A	A	A	--	A	--
COMMERCIAL BLOCK	10-50.110.180	--	--	--	--	--	--	--	A	A	A	A

KEY	
A	ALLOWED
--	NOT ALLOWED

END NOTES

[1] BUILDING TYPE DESCRIPTIONS CAN BE FOUND IN SUBSECTION A OF EACH BUILDING TYPE SECTION.

Section 10-50.110.160, Live/Work

10-50.110.160 Live/Work

A. Description

The Live/Work Building Type is a small to medium-sized attached or detached structure that ~~consists of one dwelling unit above and/or behind a flexible~~CAN BE USED TO PROVIDE A MIX OF USES WITH ground floor ~~space that can be sued for~~ residential, ~~service, or~~ commercial, SERVICE, OR RETAIL uses AND UPPER FLOOR COMMERCIAL, SERVICE, OR RESIDENTIAL USES. GROUND FLOOR RESIDENTIAL USES ARE NOT PERMITTED UNLESS PERMITTED IN THE UNDERLYING TRANSECT ZONE. ~~Both the ground-floor flex space and the unit above are owned by one entity.~~ This Type is typically located within medium-density neighborhoods or in a location that transitions from a neighborhood into a neighborhood main street. It is especially appropriate for incubating neighborhood-serving commercial uses and allowing neighborhood main streets to expand as the market demands.

B. Lot

Lot Size [1]

Width	18' min.; 150' MAX.
Depth	80' min.; 150; MAX.

[1] APPLIES TO NEWLY CREATED LOTS.

C. Number of Units

~~Units~~NO MINIMUMS	~~2 max. used by same occupant~~

D. Pedestrian Access

Main Entrance Location	Primary Street

Ground-floor space and upper unit must have separate entries.

E. Allowed Frontages

Forecourt	Terrace/LIGHTWELL
	~~Shopfront~~ [1]
Shopfront [1]	Gallery
STOOP [2]	

[1] TERRACE SHOPFRONT PERMITTED ONLY TO ADDRESS EXISTING CROSS-SLOPE AND FLOODPLAIN. ~~Only allowed on cross-slope lots~~

[2] SHALL ONLY BE USED FOR GROUND FLOOR RESIDENTIAL.

~~**End Notes**~~

~~[1] Applies to newly created lots.~~

F. Vehicle Access and Parking

Parking spaces may be enclosed, covered, or open.

Garages may be attached, detached, or tuck-under.

PARKING SHALL BE ACCESSED FROM A FRONT OR SIDE STREET, OR ALLEY.

ACCESS FROM A SIDE STREET OR ALLEY IS PREFERRED.

DRIVEWAYS AND VEHICLE ACCESS MAY BE SHARED ON ADJACENT LOTS.

G. Private Open Space

Area	15% of lot area min. and no less than 400 sf.
Width	15' min.
Depth	15' min.

H. Building Size and Massing

Main Body

Width	18' min.; ~~36'~~50' max.

Miscellaneous

Height	See transect zone in which the building is proposed.

I. BUILDING SEPARATION

WITHIN ALL TRANSECT ZONES, LIVE/WORK BUILDINGS SHALL MAINTAIN THE FOLLOWING SEPARATIONS:

10' MIN. FROM ANOTHER BUILDING LOCATED ON THE SAME PARCEL; AND

5' MIN. FROM A SIDE YARD PROPERTY LINE.

Section 10-50.110.180, Commercial Block

10-50.110.180 Commercial Block

A. Description

The Commercial Block Building Type is a small to large-sized structure, typically attached, that CAN BE USED TO provide~~s~~ a ~~vertical~~ mix of uses with ground floor commercial, service, or retail uses and upper floor commercial service, or residential uses. Smaller versions of this Type make up the primary components of a neighborhood main street while larger versions make up the primary component of downtown, therefore being a key component to providing walkability.

B. Lot

Lot Size [1]

WIDTH	25' MIN.; 150' MAX.
Depth	100' min.; 150' MAX.

[1] APPLIES TO NEWLY CREATED LOTS.

C. Number of Units

No minimums

D. Pedestrian Access

Main Entrance Location

Ground Floor	Primary Street
Upper Floor	~~Primary or~~ Side Street OR COURTYARD

E. Allowed Frontages

Forecourt	Terrace/LIGHTWELL
Shopfront [1]	~~Shopfront~~ [1] Gallery
STOOP [2]	

[1] TERRACE SHOPFRONT PERMITTED ONLY TO ADDRESS EXISTING CROSS-SLOPE AND FLOODPLAIN. ~~Only allowed on cross-slope lots~~

[2] SHALL ONLY BE USED FOR GROUND FLOOR RESIDENTIAL.

F. Vehicle Access and Parking

Parking spaces may be enclosed, covered, or open.

Garages may be ATTACHED, detached, or tuck-under.

PARKING SHALL BE ACCESSED FROM A FRONT OR SIDE STREET, OR ALLEY.

ACCESS FROM A SIDE STREET OR ALLEY IS PREFERRED.

DRIVEWAYS AND VEHICLE ACCESS MAY BE SHARED ON ADJACENT LOTS.

G. Private Open Space

No private open space is required.

H. Building Size and Massing

Height	See transect zone in which the building is proposed.

I. FAÇADE PLANE

FAÇADE PLANES SHALL BE DIVIDED INTO SMALLER ELEMENTS BASED ON THE TRANSECT ZONE AS FOLLOWS:

T4N.2-O	50' MAX.
T5/T5-O	75' MAX.
T6	150' MAX.

EACH FAÇADE PLANE SHALL BE DESIGNED TO READ AS SEPARATE ELEVATIONS USING VARYING ROOF FORMS, CHANGES IN BUILDING MATERIAL, AND VARYING FENESTRATION PATTERNS.

~~End Notes~~

~~[1] Applies to newly created lots.~~

Division 10-50.120, SPECIFIC TO PRIVATE FRONTAGES

Table 10-50.120.020.A, Private Frontages General

DELETE Table 10-50.120.020.A in its entirety.

Table 10-50.120.020.A, Allowed Private Frontage Types

ADD the following table:

A. ALLOWED PRIVATE FRONTAGE TYPES												
FRONTAGE TYPE [1]	SECTION	TRANSECT ZONE										
		T1	T2	T3N.1	T3N.2	T4N.1	T4N.1-O	T4N.2	T4N.2-O	T5	T5-O	T6
COMMON YARD	10-50.120.030	--	A	A	A	A	A	A	A	--	--	--
PORCH, PROJECTING	10-50.120.040	--	A	A	A	A	A	A	A	--	A	--
PORCH, ENGAGED	10-50.120.050	--	A	A	A	A	A	A	A	--	A	--
PORCH, INTEGRAL	10-50.120.060	--	A	A	A	A	A	A	A	--	A	--
TERRACE OR LIGHTWELL	10-50.120.070	--	--	--	--	--	A	--	A	A	A	A
FORECOURT	10-50.120.080	--	--	--	--	A	A	A	A	A	A	--
STOOP	10-50.120.090	--	--	A	A	A	A	A	A	--	A	--
SHOPFRONT	10-50.120.100	--	--	--	--	--	A	--	A	A	A	A
TERRACE SHOPFRONT	10-50.120.110	--	--	--	--	--	A	--	A	A	A	A
GALLERY	10-50.120.120	--	--	--	--	--	A	--	A	A	A	A

KEY	
A	ALLOWED
--	NOT ALLOWED

END NOTES

[1] PRIVATE FRONTAGE TYPE DESCRIPTIONS CAN BE FOUND IN SUBSECTION A OF EACH FRONTAGE TYPE SECTION.

SECTION 2. Repeal of Conflicting Ordinances.

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

SECTION 3. Severability.

That, if any section, subsection, sentence, clause, phrase or portion of this ordinance or any of the amendments adopted in this ordinance is for any reason held to be invalid, unconstitutional, or unenforceable by a decision of any court of competent jurisdiction, such decision shall not affect any of the remaining portions thereof.

SECTION 4. Effective Date.

This ordinance shall be effective thirty (30) days after adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of December, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

For

CITY ATTORNEY

Northgate Holdings Prop 207 Claim

Binding Waiver of Enforcement

Kevin Fincel

Deputy City Attorney

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Background

Ordinance 2017-31

- On December 19, 2017, the Flagstaff City Council adopted Ordinance 2017-31, which made various amendments to the Flagstaff Zoning Code.
- The amendments made certain changes applicable to the Transect Zoning, including:
  - Removal of Commercial Block building form from T4N.1.
  - Addition of max lot width and depth for Commercial Block form.
  - Addition of Façade Plan requirements for Commercial Block form.
  - Changes to pedestrian and vehicle access requirements.

Background

Northgate's Claim

- On December 2, 2019, Northgate Holdings filed a Prop 207 claim with the City regarding six parcels of land on S. San Francisco Street in the Southside neighborhood.
- These six parcels are zoned Community Commercial with the option to elect the T4N.1 transect overlay.
- Northgate claims that, as the result of the December 2017 code amendments, its properties have lost a collective $2 million in value.

Background

Map of Northgate Properties



Overview of Prop 207

- A.R.S. § 12-1134 (also known as Prop 207) provides that if "the existing rights to use, divide, sell or possess private real property are reduced by the enactment or applicability of any land use law enacted after the date the property is transferred to the owner and such action reduces the fair market value of the property the owner is entitled to just compensation from this state or the political subdivision of this state that enacted the land use law."
- The landowner must make a written demand for a specific amount of just compensation.
- The City has 90 days to pay, amend the law, or permanently waive enforcement of the new land use law on the landowner's parcel.

Overview of Prop 207

- If the City does not act, the landowner may file a claim for just compensation in superior court within three years of the date the land use law took effect.
- Just compensation for diminution in value is the reduction in fair market value for the property resulting from the land use law.
- Fair market value is the most likely price which the land would bring if exposed for sale in the open market by a purchaser who buys with knowledge of all the uses and purposes to which it is adapted and for which it is capable.

Binding Waiver of Enforcement

- Northgate has agreed to accept a limited binding waiver of enforcement to settle its claim.
- If approved by Council, the parties would agree and declare that five of the amendments to the Flagstaff Zoning Code adopted by Ordinance 2017-31 will not be enforced nor applicable to the entirety, or any portion of the Northgate properties, and as result, are not triggered by the Ordinance.

Binding Waiver of Enforcement

Five Amendments to be Waived:

- Deletion of prior table 10-50-110.030.A and addition of new table 10-50-110.030.A (removal of Commercial Block from T4N.1).
- Four Standards Applicable to Commercial Block:
  - Addition of “max lot width” and “max lot depth” in section 10-50-110.180.B.
  - Deletion of “primary or” from pedestrian access standards in 10-50.110.180.D.
  - Addition of “access from a side street or alley is preferred” in 10-50.110.180.F.
  - Addition of 10-50.110.180.I relating to Façade Plane.

Questions?

TEAM FLAGSTAFF
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Any questions?

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-48: A resolution of the Mayor and Council of the City of Flagstaff, Coconino County, Arizona, declaring official and adopting the results of the Primary/Special Election held on August 4, 2020.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-48 by title only
2) City Clerk reads Resolution No. 2020-48 by title only (if approved above)
3) Adopt Resolution No. 2020-48

Executive Summary:

Resolution No. 2020-48 summarizes the results of the recent Primary/Special Election held on August 4, 2020, as indicated in the Final Results received from Coconino County Elections Department. As stated in the resolution, the results indicate that the following candidates have been nominated for consideration of the position of Mayor at the November 3, 2020 General Election: Paul Deasy and Charlie Odegaard. Proposition 434 was approved and Proposition 435 was approved.

Financial Impact:

None

Policy Impact:

None

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

High Performing Governance
Inclusive & Engaged Community

Has There Been Previous Council Decision on This:

N/A

Attachments: Res. 2020-48
Election Summary Report

RESOLUTION NO. 2020-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING OFFICIAL AND ADOPTING THE RESULTS OF THE PRIMARY/SPECIAL ELECTION HELD ON AUGUST 4, 2020

RECITALS:

WHEREAS, A.R.S. §16-642 requires that the City Council canvass the returns of an election no earlier than six (6) nor later than twenty (20) days following the election; and

WHEREAS, the Primary/Special Election returns have been presented to and have been canvassed by the Flagstaff City Council.

ENACTMENTS:

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

SECTION 1. That the total number of ballots cast at said Primary/Special Election for the City of Flagstaff, as shown by the Election Summary Report provided by the Coconino County Elections Department, Exhibit A attached hereto and made a part hereof, was 15,193 out of 37,407 registered voters, for a 41% voter turnout.

SECTION 2. That the following results of the August 4, 2020, Primary/Special Election are hereby declared official:

CANDIDATES FOR MAYOR

DEASY, Paul	**5,520**	**(38%)**
ODEGAARD, Charlie	**4,758**	**(33%)**
WHELAN, Jamie	4,229	(29%)

QUESTION NO. 434 – FRANCHISE AGREEMENT WITH UNS GAS, INC.

YES	**9,610**	**(67%)**
NO	4,724	(33%)

QUESTION NO. 435 – PERMANENT ADJUSTMENT OF THE CITY'S EXPENDITURE BASE

YES	**8,944**	**(63%)**
NO	5,221	(37%)

SECTION 3. That based on the above-referenced results, the following individuals have been nominated for consideration at the General election on November 3, 2020:

MAYOR	Paul Deasy
MAYOR	Charlie Odegaard

SECTION 4. That based on the above-referenced results, Question Nos. 434 and 435 were approved.

PASSED AND ADOPTED by the Council of the City of Flagstaff, this 18th day of August, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A - Election Summary Report

CITY OF FLAGSTAFF MAYOR
PRIMARY ELECTION
AUGUST 4, 2020

OFFICIAL RESULTS
ELECTION SUMMARY REPORT
COCONINO COUNTY, ARIZONA

Statistics

	TOTAL
Registered Voters - Total	37,407
Ballots Cast - Total	15,193

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MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL
WHELAN, JAMIE	4,229
ODEGAARD, CHARLIE	4,758
DEASY, PAUL	5,520
Write-In Totals	26
Overvotes	58
Undervotes	334

PROPOSITION NO. 434 CITY OF FLAGSTAFF

Vote For 1

	TOTAL
YES	9,610
NO	4,724
Overvotes	4
Undervotes	852

PROPOSITION NO. 435 CITY OF FLAGSTAFF

Vote For 1

	TOTAL
YES	8,944
NO	5,221
Overvotes	1
Undervotes	1,024

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PRECINCT CODE	PRECINCT NAME	REGISTERED VOTERS TOTAL	BALLOTS CAST TOTAL	MAYOR CITY OF FLAGSTAFF NON	MAYOR CITY OF FLAGSTAFF NON	MAYOR CITY OF FLAGSTAFF NON	MAYOR CITY OF FLAGSTAFF NON	PROPOSITION NO. 434 CITY OF FLAGSTAFF NON	PROPOSITION NO. 434 CITY OF FLAGSTAFF NON	PROPOSITION NO. 435 CITY OF FLAGSTAFF NON	PROPOSITION NO. 435 CITY OF FLAGSTAFF NON
		VOTERS	BALLOTS CAST	WHELAN, JAMIE	ODEGAARD, CHARLIE	DEASY, PAUL	Write-in	YES	NO	YES	NO
1	Flagstaff 1	1571	767	239	153	352	3	451	273	497	214
2	Flagstaff 2	1291	697	235	143	296	0	410	244	415	226
3	Flagstaff 3	1015	497	158	66	258	1	254	210	305	149
4	Flagstaff 4	1560	887	259	249	347	1	541	286	559	259
5	Flagstaff 5	2085	1111	284	293	361	1	631	269	590	291
6	Flagstaff 6	1785	745	215	232	238	1	446	224	400	263
7	Flagstaff 7	1329	510	129	187	164	2	366	130	331	155
8	Flagstaff 8	878	454	126	119	182	1	259	171	273	151
9	Flagstaff 9	1746	447	163	85	172	2	244	184	270	160
10	Flagstaff 10	302	10	2	0	7	0	5	5	7	3
11	Flagstaff 11	1057	284	90	65	116	0	151	119	149	115
12	Flagstaff 12	1130	309	97	60	134	0	143	149	182	106
13	Flagstaff 13	427	21	11	1	7	0	9	11	17	3
14	Flagstaff 14	1325	303	88	67	126	1	141	142	181	104
15	Flagstaff 15	2873	914	266	295	295	3	516	332	494	343
16	Flagstaff 16	1900	973	278	323	329	1	646	275	580	347
17	Flagstaff 17	733	259	53	90	94	0	171	77	127	117
18	Flagstaff 18	808	249	65	106	64	0	163	78	121	115
19	Flagstaff 19	1702	815	189	317	233	1	553	178	435	285
20	Flagstaff 20	619	85	35	8	39	0	45	36	59	19
21	Flagstaff 21	2161	1034	239	346	359	0	649	250	559	341
22	Flagstaff 22	2767	1167	306	422	396	3	782	317	698	379
23	Flagstaff 23	1531	516	118	124	209	0	288	166	280	169
24	Flagstaff 24	2593	1225	301	527	340	2	889	288	715	447
25	Flagstaff 25	1794	870	221	304	305	3	604	221	549	272
26	Flagstaff 26	1166	360	62	176	97	0	253	89	151	188

Please note: the total registered voters and total votes cast listed for precincts 4, 5, 6, 14, 17, 19, 21, 23, 24, and 26 include some registered voters who reside outside of the City of Flagstaff.

9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-22: An ordinance granting to UNS Gas, Inc. an Arizona Public Service Corporation, its legal representatives, successors, lessees and assigns, certain powers, licenses, rights-of-way, privileges and franchise to construct, operate and maintain in the City of Flagstaff, State of Arizona, as now or hereafter constituted, works, systems and plans for the handling, production, manufacturing, transporting, storing, sale and distribution of gas into, out of, and through said municipality, and for the distribution and sale of such gas to said municipality, its inhabitants and others, including customers inside, beyond, and outside of the limits of said municipality; and to use the streets, avenues, easements, rights-of-way, alleys, highways, sidewalks, bridges and other structures and places and public grounds in said municipality for a period of twenty-five (25) years; and prescribing in connection therewith certain rights, duties, terms and conditions herein mentioned; and providing for the payment to said municipality of a percentage of certain revenues of grantee from its operations therein; and declaring an emergency

STAFF RECOMMENDED ACTION:

At the August 18, 2020 Council Meeting:
1) Read Ordinance No. 2020-22 by title only for the first time
2) City Clerk reads Ordinance No. 2020-22 by title only (if approved above)
At the September 1, 2020 Council Meeting:
3) Read Ordinance No. 2020-22 by title only for the final time
4) City Clerk reads Ordinance No. 2020-22 by title only (if approved above)
5) Adopt Ordinance No. 2020-22

Executive Summary:

UNS Gas is a natural gas company and an Arizona public service corporation. UNS is regulated by the Arizona Corporation Commission, per the Arizona Constitution, Art. 15, Section 3. UNS has a franchise to use City right-of-way (ROW) and public utility easements (PUEs) for its natural gas transmission and distribution pipelines and facilities. The existing franchise is expiring in October 2020.

The Arizona Constitution provides that only voters may approve a franchise. At the August 4, 2020 Special Election, UniSource presented a new franchise agreement for voter approval (Proposition 434). Voters approved Proposition 434 and the City Council must enact the agreement by ordinance.

The approved franchise includes the following:

- grant to use ROW and PUE for gas pipelines and transmission facilities;
- provisions outlining when City vs. UNS Gas pays for utility relocation costs for capital projects;
- requirements that UNS Gas comply with City permitting and engineering standards for work in

ROW and PUE;
- indemnification and insurance requirements;
- rates and charges to be established by the Arizona Corporation Commission;
- franchise fee equal to 2% of revenues, excluding regularly assessments and taxes;
- fee is in lieu of payment of permits for work in ROW for the gas pipelines and transmission facilities;
- 25-year term.

Financial Impact:

UNS Gas pays a franchise fee of 2% of its gross receipts for gas sold in Flagstaff. UNS Gas also collects and remits local transaction privilege (sales) tax under the utilities category. As such, UNS Gas is a revenue resource for the City.

Policy Impact:

None.

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

Inclusive & Engaged Community
Foster community pride and civic engagement

Sustainable, Innovative Infrastructure
Deliver outstanding services to residents through a healthy, well maintained infrastructure system

Has There Been Previous Council Decision on This:

There was a Work Session on March 10 that provided Council and public with information about the proposed franchise.
Council called the Election by Resolution on April 10, 2020, upon making a finding that the proposed franchise agreement would benefit the community.

Attachments: Ord. 2020-22

ORDINANCE NO. 2020-22

AN ORDINANCE GRANTING TO UNS GAS, INC. AN ARIZONA PUBLIC SERVICE CORPORATION, ITS LEGAL REPRESENTATIVES, SUCCESSORS, LESSEES AND ASSIGNS, CERTAIN POWERS, LICENSES, RIGHTS-OF-WAY, PRIVILEGES AND FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN IN THE CITY OF FLAGSTAFF, STATE OF ARIZONA, AS NOW OR HEREAFTER CONSTITUTED, WORKS, SYSTEMS AND PLANTS FOR THE HANDLING, PRODUCTION, MANUFACTURING, TRANSPORTING, STORING, SALE AND DISTRIBUTION OF GAS INTO, OUT OF, AND THROUGH SAID MUNICIPALITY, AND FOR THE DISTRIBUTION AND SALE OF SUCH GAS TO SAID MUNICIPALITY, ITS INHABITANTS AND OTHERS, INCLUDING CUSTOMERS INSIDE, BEYOND, AND OUTSIDE OF THE LIMITS OF SAID MUNICIPALITY; AND TO USE THE STREETS, AVENUES, EASEMENTS, RIGHTS-OF-WAY, ALLEYS, HIGHWAYS, SIDEWALKS, BRIDGES AND OTHER STRUCTURES AND PLACES AND PUBLIC GROUNDS IN SAID MUNICIPALITY FOR A PERIOD OF TWENTY-FIVE (25) YEARS; AND PRESCRIBING IN CONNECTION THEREWITH CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS HEREIN MENTIONED; AND PROVIDING FOR THE PAYMENT TO SAID MUNICIPALITY OF A PERCENTAGE OF CERTAIN REVENUES OF GRANTEE FROM ITS OPERATIONS THEREIN; AND DECLARING AN EMERGENCY

Section 1 Grant of Franchise:

The City of Flagstaff, a municipal corporation in Coconino County, Arizona, hereinafter called the "Municipality", hereby grants to and vests in UNS Gas, Inc., an Arizona public service corporation, hereinafter called the "Company", a non-exclusive franchise (the "Franchise") with the right to operate a gas plant, system, pipelines and works in the Municipality, as now or hereafter constituted, and the authority, license, power and privilege to maintain, construct, build, equip, conduct or otherwise establish and operate in the Municipality, works or systems and plants to manufacture, use, sell, store, distribute, convey or otherwise establish, conduct, serve, supply or furnish the inhabitants of the Municipality and others, and to the Municipality whenever it may desire to contract therefore, gas for light, fuel, power, heat, and the Company hereby is granted passage, right-of-way and the right to occupy and use in any lawful and reasonable way during the life of this Franchise every and any and all Municipality streets, alleys and other dedicated public rights-of-way, both above and beneath the surface of the same, now existing or may be hereinafter extended (the "Premises"), for the service, use, effect and lawful purpose as herein stated. This ordinance supersedes in totality that franchise previously granted under Ordinance No. 1879. The rights afforded to the Company herein shall include the right to make reasonable upgrades or changes to the Company's facilities in response to changes in technology in order to enhance service to the Company's customers.

Section 2 Use of Premises and Relocation of Facilities:

The Company is hereby authorized, licensed and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges herein mentioned and granted by this Franchise, provided the same do not unreasonably conflict with water or other pipes, sewer, or other pre-existing underground installations, and that all work done in the Premises by the Company shall be done with the utmost

diligence and the least practicable inconvenience to the public or individuals, and that the Company shall, within a reasonable time, restore the Premises excavated by it to their original condition as nearly as practicable, subject to the reasonable approval of the Municipality. The Company will make every effort to coordinate all work with the Municipality. The Company shall remove or relocate its facilities as and when required by the Municipality to accommodate improvements within the Premises for the public benefit. and any removal or relocation shall be made at the sole cost and expense of the Company, unless the Company can demonstrate that its facilities were lawfully installed prior to the dedication to or acquisition by the Municipality of the property in question. Completed or "as-built" plans of any facilities installed or relocated by the Company shall be submitted by the Company to the Municipality as may be required by the Municipality's Public Works Director. All work and other actions as may be otherwise required or contemplated under this Franchise by the Company and/or its agents shall be in accordance with applicable federal and state laws, industry codes and Municipality codes, policies and the Company's Rules and Regulations approved by the Arizona Corporation Commission. Such removal or relocation shall be made as follows:

A. The entire cost of relocation shall be borne by the Municipality if the company is required by the Municipality to relocate facilities which are located in easements or rights-of-way obtained by the Company prior to the dedication of the public street, alley or easement from which the facilities must be relocated. These prior rights of the Company would also be unaffected by any subsequent relocation.

B. Except as covered in Paragraph A above and Paragraph G below, the Company shall bear the entire cost of relocating facilities located on public rights-of-way, the relocation of which is necessary for the Municipality's carrying out a function in the interest of the public health, safety or welfare. The Company's right to maintain its lines and facilities is subject to the paramount right of the Municipality to use its streets for all governmental purposes. Governmental purposes include, but are not limited to, the following functions of the Municipality:

1. Any and all improvements to Municipality streets, alleys and avenues;

2. Establishing and maintaining sanitary sewers, storm drains, and related facilities;

3. Establishing and maintaining municipal parks, parkings, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purposes of landscaping any street or public property. The Municipality will consult with the Company on the placement of landscaping in the public rights-of-way where there are existing Company facilities;

4. Providing fire protection, which will be limited to construction of fire protection facilities and Municipality installed water lines for fire protection purposes;

5. Collection and disposal of garbage, which will be limited to the construction of collection and disposal facilities and will not apply to placement of dumpsters.

6. Construction, maintenance and repair of all governmental buildings and facilities.

C. The installation of pipe and other facilities to serve domestic water shall be considered both governmental and proprietary and, therefore, the actual cost of relocation shall be shared by the Company paying fifty percent (50%) and the Municipality paying fifty percent (50%).

D. The Company shall bear the entire cost of relocation of existing facilities, irrespective of the function served, where the Municipality's facilities, or other facilities occupying a right-of-way under authority of a Municipality permit or license, are located in the public right-of-way before such right-of-way is occupied by the Company and the conflict between the Company's potential facilities and other existing facilities can only be resolved expeditiously, as determined by the Director of Public Works, by the movement of the existing Municipality's or permittee's facilities.

E. If the Municipality participates in the cost of relocation of the Company's facilities for any reason, the cost of relocation to the Municipality shall not include any betterment to the Company's facilities as they existed prior to relocation.

F. The Municipality will not exercise its right to require utility facilities to be relocated in an unreasonable or arbitrary manner. The Company and the Municipality may agree to cooperate on the location and relocation of other facilities in the public right-of- way. The Company will obtain, and pay for, all required building permits and buy-in fees for non-gas distribution facilities such as offices, garages, repair shops and like facilities. The Municipality will provide its normal inspection services for these construction projects. The Municipality will not, nor will it be required by the Company to, inspect, monitor or approve construction of any gas distribution facility.

G. In the event that the Company relocates any of its facilities at the request of the Municipality for a "governmental purpose," as that phrase is defined in Section 2.B hereof, and the Municipality fails to either: (1) exercise the function which constitutes such "governmental purpose" or; (2) complete the improvement which constitutes such "governmental purpose" within three years of completion of the relocation of the company's facilities to accommodate such "governmental purpose," the Municipality shall reimburse the Company the entire and actual cost of such relocation within ninety (90) calendar days of such billing.

Section 3 Company's Compliance with Municipality Code; Plan Submitted for Approval; Construction near Municipality Facilities:

3.1 The Company shall obtain all necessary permits (without cost, or related fees or other financial obligation to the Company pursuant to Section 8 hereof) for work in the public rights-of-way. All work in the public rights-of-way will be in compliance with applicable Municipal Codes, standards and regulations as they exist at that time. Prior to commencing any work in a right-of-way (except in emergency circumstances), the Company shall submit plans of work to be performed to the Municipality's Public Works Director for review and approval, and obtain any permit necessary for such work. The Company, upon receipt from the Municipality of any finalized plans that would require construction or relocation of Company facilities, shall advise the Municipality on the estimated amount of work required and the anticipated necessary timeframe of such work within 90 days of receipt of such plans. For purposes of budgeting and asset

allocation by the Company, the Company shall have six months from the receipt of such finalized plans in which to design and to complete construction or relocation of the necessary facilities.

3.2 Representatives of the Municipality and the Company shall, during the entire term of this Franchise, meet at least once in each calendar year to review any projects involving the construction or modification of Municipality rights-of-way within the subsequent five-year period in order for both parties to adequately plan and budget for such actions and to determine the extent of work required of the Company, if any, for such projects.

Section 4 Indemnification:

The Company shall defend, indemnify and hold harmless the Municipality against all liabilities, claims, demands or judgments, excluding the portion of such liabilities proximately caused by the Municipality's own negligence, for injury to any person or property caused by the acts or omissions of the Company in whole or in part, in the construction, operation, repair, extension or maintenance of its property or facilities.

Section 5 Insurance:

The Company agrees that at all times during the existence of this Franchise, that it will maintain in force, at its own expense, a general liability insurance, self-retention or general asset program to adequately insure and/or protect the legal liability of the Company with respect to the installation, operation, and maintenance of its facilities, together with all the necessary and desirable appurtenances authorized by this Franchise, to occupy the Premises. Such insurance program will provide protection for bodily injury and property damage arising from the operation by the Company of its facilities. The Company shall file with the Municipality documentation of such liability insurance, self-retention or general asset program within 30 days following the request of the Municipality. The City of Flagstaff shall be named as an "Additional Insured" under the policy. The policy limits or any insurance maintained in compliance with this section shall not limit the Company's indemnification requirements under Section 4 of this Franchise.

Section 6 Applicable Rates and Charges:

The rates and charges to be charged by the Company for furnishing gas service hereunder and the rules and regulations to be made and enforced by the Company for the conduct of its business shall be those on file and in effect with the Arizona Corporation Commission applicable to the service.

Section 7 Assignment:

The Company shall have the right and privilege of assigning this Franchise and all obligations, rights and privileges granted herein, as long as prior notice of such assignment is presented to the Municipality, and whenever the word "Company" appears herein, it shall be construed as applying to its successors, lessees and assigns.

Section 8 Franchise Fee; Additional Fees and Taxes:

8.1 The Company, its successors, lessees, and assigns, for and in consideration of the granting of this franchise and as rental for the occupation and use of or easement over, upon and benefit the streets, avenues, easements, rights-of-way, highways, alleys, sidewalks, and bridges in said Municipality, shall pay to the Municipality, during the term of this franchise, a total

aggregate sum of two percent (2%) of the gross receipts of the Company, its successors, lessees and assigns, during such year, for gas sold within the corporate limits of the Municipality, subject to limitations hereafter stated: such gross receipts to consist of the total amount collected from users and consumers on account of gas sold and consumed within the corporate limits of the Municipality under the Company's rates in existence at the time, excepting therefrom, however, the gross receipts for gas sold to the Municipality. Payments shall be in lieu of any and all fees or charges assessed by the Municipality in any way associated with the Company's use, construction or inspection of the Premises. It is the parties' express intention, that the franchise fee calculation formula set forth in this Ordinance No. 2020-22 shall not have the effect of reducing or lessening franchise fees payable to the Municipality, all factors remaining equal, as would have been payable under Ordinance No. 1879; and, if either party observes a reduction in the franchise fee, the parties will meet and discuss the formula, and adjust the formula or application thereof as appropriate to achieve the parties' intention. The City Council shall have authority to approve an amendment to this Section 8.1 of this franchise on behalf of Municipality, if necessary, to achieve the parties' intention. Beginning on the Effective Date of this Franchise as set forth herein, payment as described herein shall be payable in quarterly amounts within 30 days after the end of each calendar quarter.

8.2 Notwithstanding any provision contained herein to the contrary, the Company shall pay, in addition to the payment provided herein, the following charges, taxes and fees as may be established in a code or ordinance properly adopted by the Municipality: (a) general ad valorem property taxes; (b) transaction privilege and use tax as authorized by law and collected by the Company for its sales to its customers within the present and future corporate limits of the Municipality; and (c) other charges, taxes or fees levied upon businesses generally throughout the Municipality that has a rational basis and is applied in a non-discriminatory manner.

8.3 If any lawful authority having jurisdiction in the Municipality hereafter prohibits payments, the obligation to make such payments hereinabove provided for shall forthwith cease. For the purpose of verifying amounts payable hereunder, the books and records of the Company shall be subject to inspection by duly authorized officers or representatives of the Municipality at reasonable times.

8.4 As noted in Section 8.1, payments are due quarterly. If the Company fails to deposit the franchise fee payment with the Municipality's Management Services Division (or other financial department designated by Municipality) by the twentieth (20^{th}) day of the month immediately succeeding the date the fee became due and payable, the Company shall be assessed (i) a five percent (5%) late fee, and (ii) interest at the rate of twelve percent (12%) per annum of any unpaid balance (exclusive of late fees), said interest being calculated from the first day the payment become due.

8.5 Notwithstanding the provisions of Section 8.1, should the Company enter into any franchise with any entity of this State which provides for a higher percentage of Company gross receipts payments than two percent (2%), the Municipality shall automatically receive the same higher percentage rate payment.

Section 9 Approval and Acceptance of Franchise:

This Franchise shall be accepted by the Company in writing, which acceptance shall be filed with the Municipality Clerk within 60 days after the passage of this Ordinance. After approval by voters pursuant to Section 13 herein and adoption of this Ordinance pursuant to the

Municipality Code, this Agreement shall be a contract duly executed by and between the Municipality and the Company.

Section 10 Independent Provisions:

If any section, paragraph, subdivision, clause, phrase or provision hereof shall be adjudged invalid or unconstitutional, the same shall not affect the validity hereof as a whole, or any part or provision other than the part so decided to be invalid or unconstitutional.

Section 11 Term:

This Franchise shall commence on October 3, 2020 (the "Effective Date") and continue in full force and effect for a period of 25 years. The Municipality may terminate this Franchise in the event the Municipality formally finds, after notice and hearing that the Company has failed to comply with any material provisions of this Franchise or has failed to correct any failure after 30 days written notice.

Section 12 Ownership of Company Property:

All plant, system, pipelines, facilities, works, and all other physical property installed or operated by the Company in accordance with the terms of this Franchise shall be and remain the property of the Company, and upon expiration of this Franchise or any extension or renewal thereof, the Company is hereby granted the right to enter upon the Premises for the purpose of removing any and all plant, system, pipelines, facilities, works and other property of the Company, at any time within six (6) months after termination of this Franchise or any extension or renewal thereof. Upon removal of Company property, the Company shall restore the property of Municipality per the requirements of Section 2.

Section 13 Voter Approval:

The terms of this Agreement shall only become effective after its approval by a majority vote of the qualified electors of the City at a regular election or at a special election duly and regularly called by the City Council of the City of Flagstaff for that purpose. The Company shall pay all of the City's expenses incurred in conducting the franchise election, but if more than one item is on the same ballot, the Company shall pay only that portion of the City's election expenses determined to be directly attributable to Company or otherwise as reasonably practicable, by dividing all of the City's expenses by the total number of measures or offices, presented on the ballot and adding any expenses, as may be required by Arizona Revised Statutes, associated directly with this Franchise election.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of September, 2020.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Trevor Henry, Project Manager
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE

Rio de Flag Flood Control Project - Update.

STAFF RECOMMENDED ACTION:

Facilitate Council discussion with an update on the project.

EXECUTIVE SUMMARY:

- The US Army Corps of Engineers continues to move forward with the project design of the Flood Control Project. US Army Corps of Engineers received $52M for their FY 20 Budget.
- The project plans are in the review process through the US Army Corps of Engineers. Completion of the project design is anticipated for late summer 2020.
- The US Army Corps is planning on phasing the project. The Lower and Clay Avenue Wash reaches will be Phase I. The Upper reach will be Phase II.
- The City of Flagstaff is continuing the work on the property acquisition and environmental clearances for both Phases.
- The City of Flagstaff continues the discussion with BNSF Railway for options to cross their rights-of-way with the Rio de Flag Flood Control Project for Phase II.
- The City of Flagstaff is coordinating with the local franchise utilities on the relocation of their respective facilities for the Project construction. Respective facility work plans have been submitted to the US Army Corps of Engineers.
- The US Army Corps of Engineers and the City of Flagstaff are working together on the project schedule with regard to the current Real Estate and Project Design review.
- The City of Flagstaff's current schedule for activities for the project has to come from the US Army Corps of Engineers, and we are working to establish this critical information.
- The City of Flagstaff and BNSF Railway Co. continue to discuss the Construction and Maintenance Agreement for Phase I of the project.
- The City of Flagstaff is providing additional Real Estate documentation as requested by the US Army Corps of Engineers to satisfy its certification process.
- The City of Flagstaff provided a $15M cash contribution to the US Army Corps of Engineers, per the Project Cooperation Agreement.

INFORMATION:

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

Council Goal 2018 – 2020 - Transportation and Other Public Infrastructure
Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Council Goal 2018 – 2020 - Environmental and Natural Resources
Actively manage and protect all environmental and natural resources.

Regional Plan – Policy WR 5
Manage watersheds and stormwater to address flooding concerns, water quality, environmental protection, and rainwater harvesting.

Team Flagstaff Strategic Plan – Priority 3
Deliver outstanding services through a healthy environment, resources, and infrastructure.

Has There Been Previous Council Decision on This:
The Rio de Flag project has been before various City Councils for updates within the last 15 years. Council has acted on executing the original Project Cooperation Agreement between the City and the U.S. Army Corps of Engineers, approving concurrent fiscal year budgets and consulting design service contracts.

City Council considered the Stormwater Fee increase as presented by staff on November 20, 2018.

City Council award of a professional services contract with Beta Public Relations, LLC on March 19, 2019, for a Public Outreach Campaign.

City Council has received project updates for the current status throughout the calendar year of 2020.

City Council considered and approved Change Order No. 13 to the design contract for Shephard Wesnitzer, Inc. for added work necessary to take the project design to completion.

Staff will provide a presentation to the Council for the update on the current status of the project. The update will include project issues for the council's benefit.

Staff has provided project updates to various City Commissions that have an interest or benefit.

Attachments: Vicinity Map
Presentation

Rio de Flag Flood Control Project

Project Area

COMPLETED
Thorpe Bridge

PHASE 2

Upper Rio de Flag Reach

Highway 180

Lower Rio de Flag Reach

Clay Avenue
Wash Reach

PHASE 1

Route 66

Butler Avenue

Butler Tunnel
COMPLETED

COMPLETED
Clay Avenue Wash
Detention Basin

Route 66

Milton Road

40

40

Rio de Flag
Flood Control Project

Clay Avenue Wash Detention Basin	Constructed 2009
Butler Tunnel	Constructed 2010
Thorpe Bridge	Constructed 2012
Lower Rio de Flag Reach	
Upper Rio de Flag Reach	
Clay Avenue Wash Reach	

100-Year Rio de Flag Floodplain

- Closed Channel
- Composite Channel
- Open Channel

N

0 0.125 0.25 0.5 Miles

CAPITAL IMPROVEMENTS
CITY OF FLAGSTAFF

Floodplain Disclaimer:

The 100-year floodplain shown on this map was digitized by City of Flagstaff based on a US Army Corps of Engineers (USACE) Map dated October 15, 1999. The floodplain shape shown on this map is a general representation of the extent of a 100-year flood event and should not be used for legal, engineering or planning purposes.

Map Source:
City of Flagstaff GIS, October 17, 2017
Imagery Base Map Source: ESRI

Wave Image Source:
Vecteezy.com

City of Flagstaff

Rio de Flag Flood Control

Project Update August 18, 2020

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Project Update

- US Army Corps of Engineers
- Project Design
- Environmental
- Real Estate
- BNSF Railway

USACE

- **Project Construction – Phase I**
  - US Army Corps – Agency Technical Review Submittal
    - BNSF Comments received
    - US Army Corps reviewing all comments
    - Next Submittal to be released, Late August 2020
- **Project Schedule**
  - US Army Corps and City of Flagstaff combined effort
  - Contract Award – Now Looks Like 2021
- **Project Cost**
  - As mentioned to Council at the last project update, $15M Cash Contribution has been provided to US Army Corps
    - In accordance with Project Cooperation Agreement

Project Design

- **USACE and their Design Consultant**
  - Agency Technical – All team comments are being reconciled by US Army Corps
  - Next submittal - Buildability, Constructability, Operability, Environmental (Fourth) **September**
- **City Utility and Franchise Utility Designs**
  - Public Utility design – ADEQ review and approval
  - Stakeholder's Utility Relocations – BNSF policy for relocation, ADOT permit
  - Franchise Utility work plans were reviewed, working on specific areas
- **USACE Design Completion**
  - Project Team is working on a design schedule for completion

Environmental Clearance

- **Studies are complete for all properties impacted by the work.**

- **Environmental Response Plan**
  - City of Flagstaff requirement.
  - Contingency for handling **unknown** contaminated soils or groundwater.
  - Draft scope under review with USACE.

Real Estate

- **Council has approved the property acquisition of all Phase I properties through Resolution.**

- **Legal Descriptions**
  - All Phase I Legal Descriptions completed.

- **Appraisals**
  - Revisions and additional documentation are required by USACE.

BNSF Railway

Project Coordination with BSNF

- Phase I design is reviewed and comments have been provided.
- **Construction and Maintenance Agreement – Phase I**
  - Defines roles and responsibilities, construction operating procedures, real estate agreement, utility relocations.
  - Draft under review by BNSF.
- **Railroad Undercrossing – Phase II**
  - BNSF is evaluating the in-line bridge option for the undercrossing regarding constructability, risk, and operational impacts.
- **Construction and Maintenance Agreements – Future Council Action**
- **September 21 Executive Meeting**

City Contact Information

- **Trevor Henry, Project Manager**

  928-213-2684

  thenry@flagstaffaz.gov

- **Christine Cameron, Project Manager**

  928-213-2682

  ccameron@flagstaffaz.gov

- **Rio de Flag Flood Control Project web site:**

  https://www.flagstaff.az.gov/4189/Rio-De-Flag-Flood-Control

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shane Dille, Deputy City Manager
Co-Submitter:	Sarah Langley
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE

Priority Based Budgeting (PBB) Public Engagement Plan

STAFF RECOMMENDED ACTION:

Give feedback on the PBB Public Engagement Plan and approve staff to proceed with the deployment of the community input survey.

EXECUTIVE SUMMARY:

In May of 2019, the City of Flagstaff embarked on a journey to implement Priority Based Budgeting (or PBB). PBB is a leading best practice in municipal government budgeting and allows cities to re-envision how they utilize their budgets. Specifically, PBB enables cities to measure investments in priorities, create programmatic insights, and identify opportunities for future action. PBB also offers an array of opportunities for public engagement in the city's budgeting process.

In order to achieve a greater public understanding of PBB and involvement in the City's budgeting process, the PBB Project Team, consisting of Sarah Langley, Jack Fitchett, Heidi Derryberry, Rick Tadder and Shane Dille, has drafted a 3-part plan to elicit meaningful and diverse input from Flagstaff residents.

1. The first phase of the PBB Public Engagement Plan will be comprised of animated videos that provide an educational overview of what PBB is and how it will improve the City's budgeting process. These videos will be disseminated widely to the public and will help to create a foundational knowledge of PBB within the community.
2. Building on this foundational knowledge, the second phase of the PBB Public Engagement Plan is comprised of a community input survey intended to both inform and provide an opportunity to update the objectives under each of the seven Key Community Priorities that the Council established in September 2019. This survey will be hosted on Community Forum and will allow residents to state whether they agree or disagree with a specific objective, suggest edits to existing objectives, or suggest that new objectives be added. Prior to the survey being launched, staff will also make minor edits to the objectives to reflect prominent recent events and significant Council discussions (i.e. Council's declaration of a climate emergency and the Black Lives Matter movement). It is important to note here that the seven Key Community Priorities were established with the intent that they remain fixed for extended periods of time. Accordingly, the objectives that fall below these Priorities are meant to be more fluid and will be the subject of this community survey.

3. Utilizing the updated objectives, the third phase of the PBB Public Engagement Plan will entail residents of Flagstaff participating in the “peer review” process of PBB. This participation will enable residents to sit alongside staff and collaboratively review, and if necessary, change, the scores of each City program. These scores become the data sets used to prioritize the City’s programs and services rendered to the community.

It is envisioned that the PBB Public Engagement Plan, comprised of the three phases specified above, will provide Flagstaff residents with multiple avenues for education on and participation in the City’s budgeting process.

INFORMATION:

There has been previous Council engagement on the topic of PBB:

- At the January 16, 2019, Council Budget Retreat, staff presented the topic of High Performing Governance. This included consideration for changing budget processes to a priority-based system.
- At the April 2019 Council Budget Retreat, staff presented a budget that included funding for Priority Based Budgeting.
- At the May 2019 Council Meeting, Council approved the Sole Source License and Host Agreement with Resource Exploration, LLC for Priority Based Budgeting.
- At the September 2019 Council Retreat, Council provided input on the PBB Priorities and Objectives.
- At the October 2019 Council Meeting, Council provided further input on the PBB Priorities and Objectives and agreed upon a final version.
- At the December 2019 Council Meeting, Council heard an update on the progress of implementing PBB, specifically focusing on the Program Inventory and Program Costing phases.
- At the January 2020 Council Meeting, Council heard an update on the progress of implementing PBB, specifically focusing on the Program Scoring phase.
- At the February 2020 Budget Retreat, Council heard an overview of the online PBB tools that would be available for future use in analyzing Flagstaff’s PBB data.

Attachments: Presentation

Priority Based Budgeting

Public Engagement Plan

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Agenda

- PBB overview & progress made
- Public Engagement Plan
  - Educational videos
  - Community input survey
  - Community participation in peer review
- Suggested changes to objectives
- Next steps

Why are we doing PBB?

PBB enables us to answer 3 key questions:

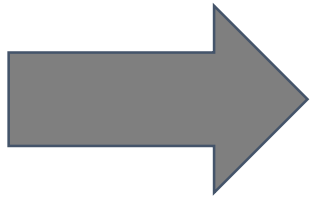
What do we do?

What does it cost?

Why are we in business?

What do we do?

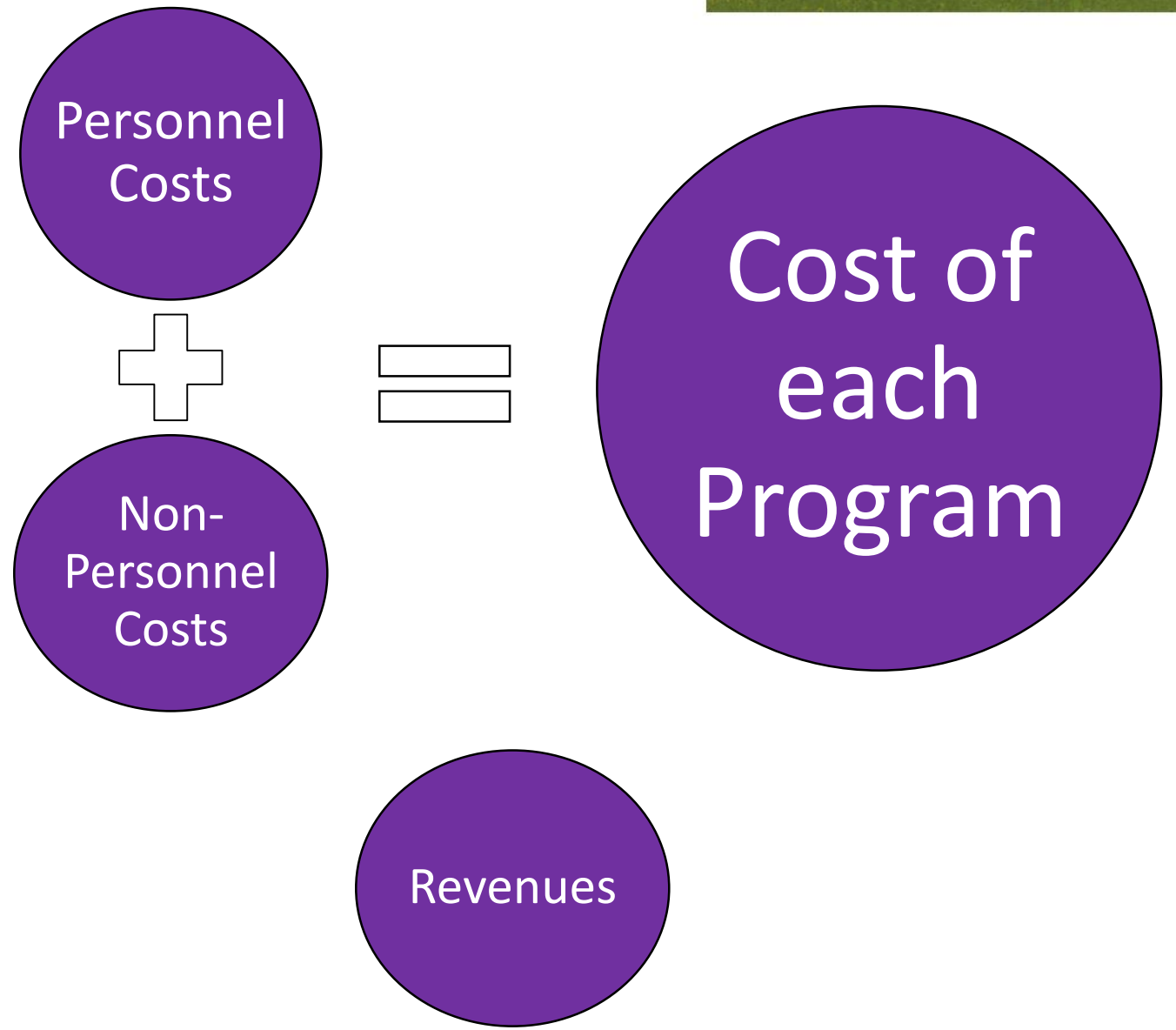
We answer this question by creating a Program Inventory





What does it cost?

We answer this question by allocating line item costs to programs



Why are we in business?

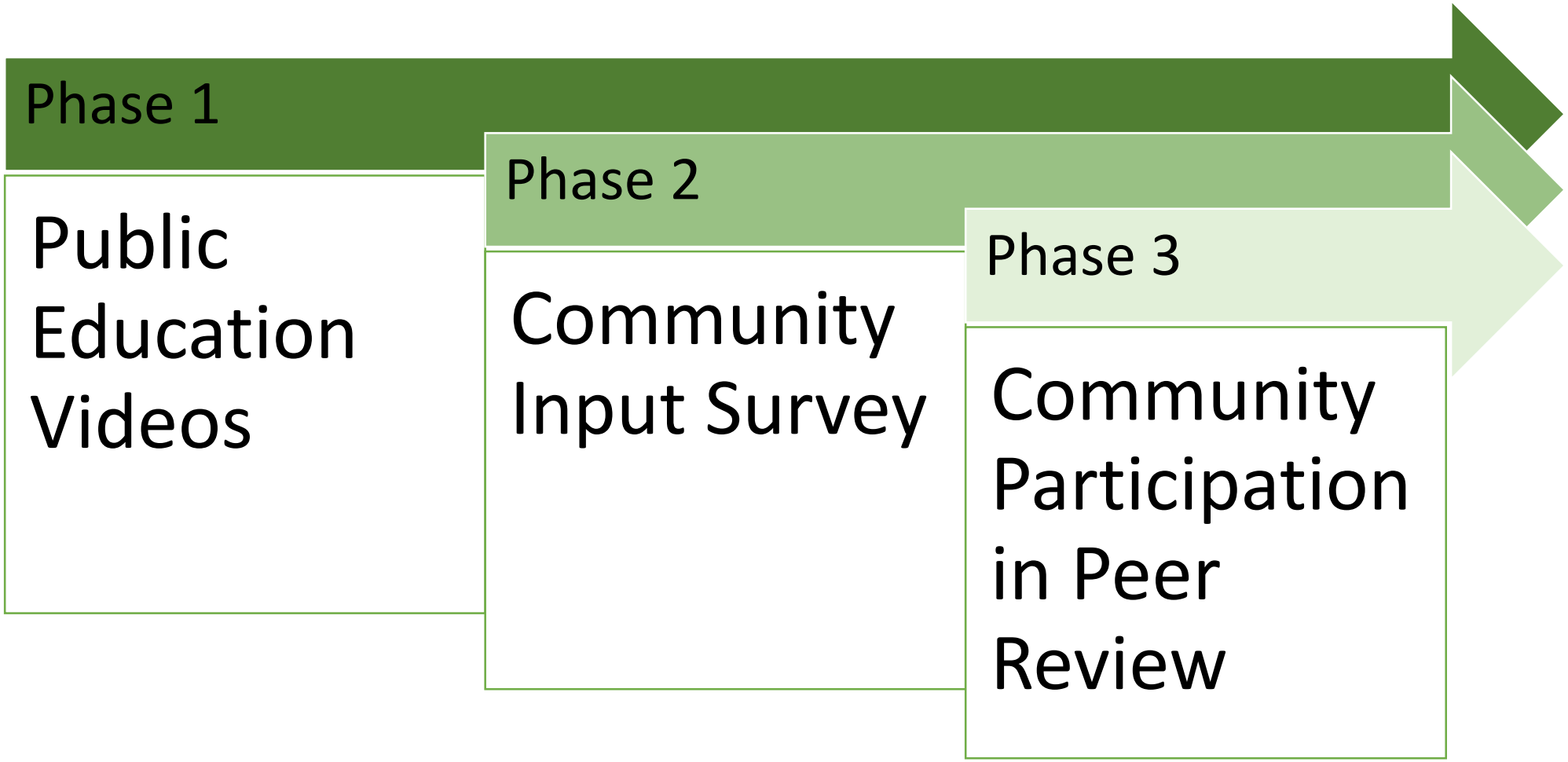
We answer this question by scoring programs against the City's priorities



PBB progress

- Implementation in 2019
  - Creation of program inventory
  - Expenditures and revenues allocated to programs
  - Beta scoring of all programs against priorities and objectives
- Lessons Learned
  - Improvements in communications and training
  - Clearer scoring metrics
  - Easier-to-understand verbiage

PBB Public Engagement Plan



Public Education Videos

- 2-D animation
- Two 2-to-3-minute videos
- Questions answered include:
  - What is PBB?
  - Why are we doing PBB?
  - How is PBB implemented?
  - How can the public be involved?

Phase 1

Community Input Survey

Flagstaff's Key Community Priorities and Objectives

CITY OF FLAGSTAFF

Key Community Priorities and Objectives

...forming ...nance	Safe & Healthy Community	Inclusive & Engaged Community	Sustainable, Innovative Infrastructure	Robust Resilient Economy	Livable Community	Enviro... Stewa...
...ublic by ...gh quality ...l external ...service	Foster a safe, secure, and healthy community	Foster community pride and civic engagement	Deliver outstanding services to residents through a healthy, well maintained infrastructure system	Grow and strengthen a more robust, diverse, and resilient economy	Create a welcoming community through partnerships, strong neighborhoods, civic engagement, and resident participation	Actively ... and pr... environm... natural ...
...clear ...istent ...cation ...es and ...icts	Provide public safety with the resources, staff, and training to respond to community needs	Advance social equity and social justice in Flagstaff	Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs	Maintain and enhance an effective business recruitment, retention, and expansion program	Provide amenities and activities that support a healthy lifestyle	Provide en... communit... educat... volunteer o...
...ublic trust ...sparency, ...y and use ...'s public ...on policy	Enhance community engagement and community policing efforts	Facilitate and foster diversity and inclusivity	Identify smart traffic management, multi-modal transportation, and alternative energy opportunities	Enhance understanding between the development community, the City and Flagstaff residents	Provide educational opportunities for Flagstaff residents of all ages	Implement ... building p... alternative ... transporta...
...e the ...tion's ...ility and ...fficiency ...iveness	Provide support programs for victims of crimes	Enhance community outreach and engagement opportunities	Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not	Attract employers that provide high quality jobs and have a low community impact	Support the development of attainable and accessible housing	Increase ... sector's p... in envir... stewards...
...nnovative ...rnment ...ew ideas ...ctices; be ...s a model ...o follow	Develop alternative diversion programs	Ensure city facilities, services, and programs are accessible for all residents		Enhance the community's workforce development programs and higher education opportunities	Support diverse employment opportunities that provide residents with a living wage	Implemen... and fu... Climate ... Adaptation...
...employer ...d provide ... with the ...y tools, ...d support	Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices	Promote environmental justice & the fair distribution of environmental benefits		Embrace and invest in tourism opportunities to promote economic development	Achieve a well-maintained community through comprehensive and equitable code compliance	

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Phase 2

Community Input Survey



Community Forum successfully used in relation to:

- Airport securing 2nd airline
- Alternative Transportation Master Plan
- Climate Action and Adaptation Plan
- Southside Specific Plan

Phase 2

Community Input Survey

The objectives shown below have been created by Council to help achieve the priority of "Safe & Healthy Community" in Flagstaff;

- Provide alternative responses, resources & programs for the most vulnerable populations
- Provide public safety with the resources, staff, and training to respond to community needs
- Enhance community engagement and community policing efforts
- Provide support programs for victims of crimes
- Foster a safe, secure, & healthy community
- Ensure the built environment is safe through the use of consistent standards, rules & regulations, & land use practices

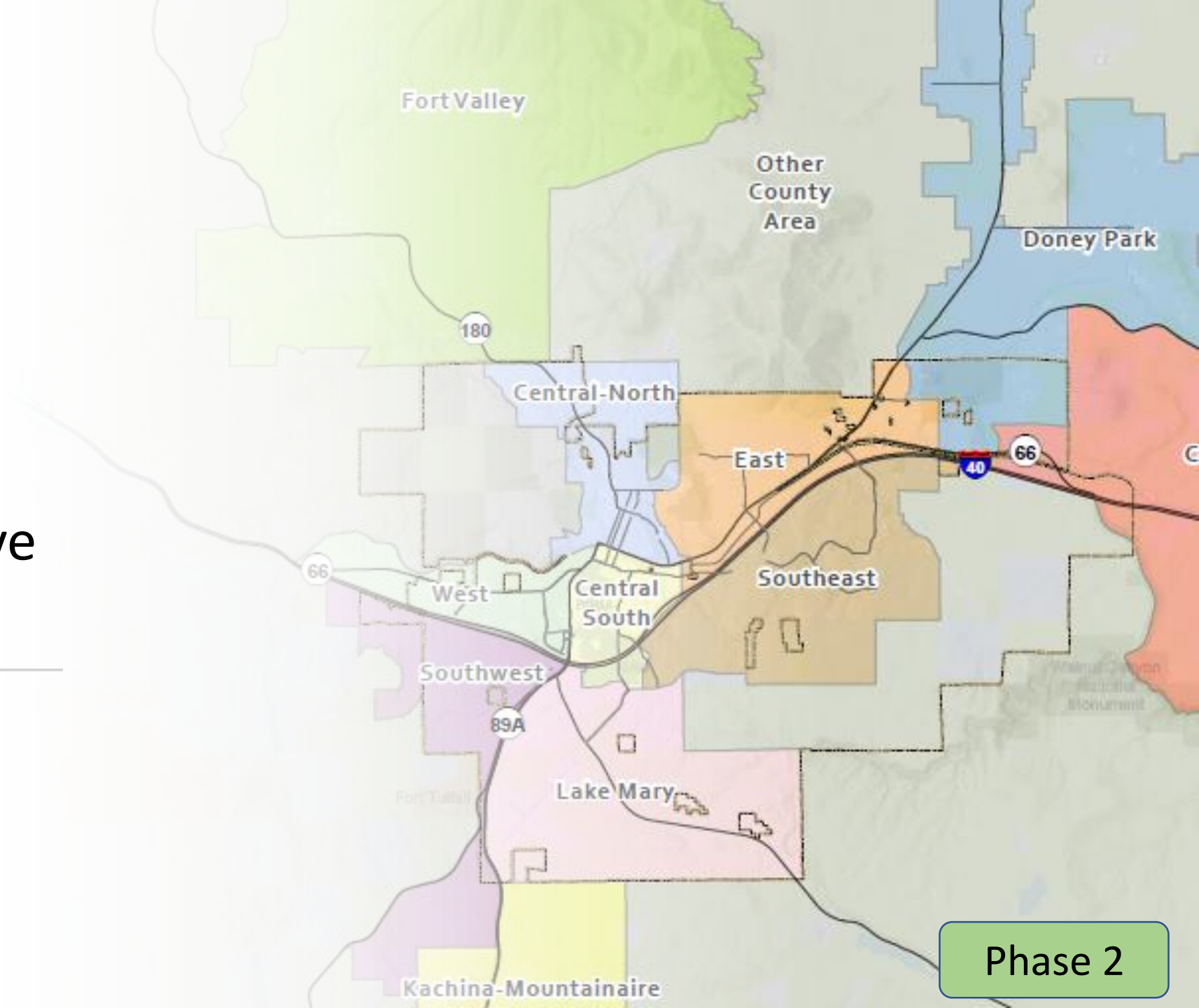
Do you have any suggestions to improve the existing Safe & Healthy Community objectives? Please enter your suggested edits below.

If you would like to suggest a new objective under the "Safe & Healthy Community" priority, please enter your suggestion below.

Phase 2

Demographic Questions

Which area do you live in?



Phase 2

Community Input Survey

Dissemination

- Community Forum announcement
  - Reaches approx. 2,000 subscribers
- Posts on social media
- Active monitoring of data to determine if more outreach necessary

Phase 2

Community Input Survey

Recent Events – Climate Emergency and BLM Movement

- Suggested changes to objectives based on input from Sustainability, Police and Fire
- Council review prior to survey launch

Phase 2

Community Input Survey

Updated Objectives

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Safe & Healthy Community

~~Develop alternative diversion programs~~ Provide alternative responses, resources & programs for the most vulnerable populations	Provide public safety with the resources, staff, and training to respond to community needs
Provide support programs for victims of crimes	Foster a safe, secure, and healthy community
Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices	Enhance community engagement and community policing efforts

Phase 2

Community Input Survey

Updated Objectives



Inclusive & Engaged Community

~~Enhance community outreach and engagement opportunities~~ Enhance community involvement, education and regional partnerships to strengthen the level of public trust	~~Ensure city facilities, services, and programs are accessible for all residents~~ Foster livability, choice, and access for all where people live, work, and play
Advance social equity and social justice in Flagstaff	Foster community pride and civic engagement
Promote environmental justice & the fair distribution of environmental benefits	Facilitate and foster diversity and inclusivity

Phase 2

Community Input Survey

Updated Objectives



Sustainable, Innovative Infrastructure

Deliver outstanding services to residents through a healthy, well maintained infrastructure system	~~Identify smart traffic management, multi-modal transportation, and alternative energy opportunities~~ Provide smart traffic management, multi-modal transportation options & carbon-neutral energy opportunities
Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs	Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not

Phase 2

Community Input Survey

Updated Objectives



Robust, Resilient Economy

~~Embrace and invest in tourism opportunities to promote economic development~~ Embrace and invest in tourism opportunities to promote responsible economic development	~~Maintain and enhance an effective business recruitment, retention, and expansion program~~ Maintain and enhance an equitable and effective business recruitment, retention, and expansion program throughout the community
Enhance understanding between the development community, the City and Flagstaff residents	Attract employers that provide high quality jobs and have a low community impact
~~Grow and strengthen a more robust, diverse, and resilient economy~~ Grow and strengthen a robust, diverse, and resilient economy in ways that reflect community values	Enhance the community's workforce development programs and higher education opportunities

Phase 2

Community Input Survey

Updated Objectives



Livable Community

~~Create a welcoming community through partnerships, strong neighborhoods, civic engagement, and resident participation~~ Create a welcoming community through partnerships, resilient neighborhoods, civic engagement	~~Provide educational opportunities for Flagstaff residents of all ages~~ Provide equitable and inclusive educational opportunities for Flagstaff residents of all ages
Provide amenities and activities that support a healthy lifestyle	Support the development of attainable and accessible housing
Support diverse employment opportunities that provide residents with a living wage	Achieve a well-maintained community through comprehensive and equitable code compliance

Phase 2

Community Input Survey

Updated Objectives

Environmental Stewardship

~~Actively manage and protect all environmental and natural resources~~ Promote, protect and enhance a healthy and sustainable environment	~~Provide environmental community outreach, education, and volunteer opportunities~~ Engage community members through education and volunteer opportunities
~~Implement sustainable building practices and alternative energy and transportation options~~ Implement sustainable building practices and enhance waste diversion programs	Increase the private sector's participation in environmental stewardship efforts
Implement, maintain and further the Climate Action and Adaptation Plan (CAAP)	Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, and social systems Phase 2

Community Input Survey

Updated Objectives

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High Performing Governance

Serve the public by providing high quality internal and external customer service	Enhance the organization's fiscal stability and increase efficiency and effectiveness
Become an employer of choice and provide employees with the necessary tools, training, and support	Implement innovative local government programs, new ideas and best practices; be recognized as a model for others to follow
Encourage public trust through transparency, accessibility and use of the City's public participation policy	Foster clear and consistent communication strategies and products

Phase 2

Community Participation in Peer Review

- Flagstaff residents and staff work together to review program scores based on Council's Priorities and Objectives
- Allows residents direct influence on how City programs are prioritized
- Similar model implemented successfully in Fort Collins, CO

Phase 3

PBB Implementation Schedule

Next Steps

Release of PBB Public Education Videos & **Community Input Survey**	Late August
Analyze survey results	Late September
Final Council approval of Objectives	Oct 13
PBB - Costing and Scoring Complete (Staff)	Mid November
PBB - Peer Review Complete (Staff / Public)	Late November
PBB - Data complete	Mid December

Thank you

TEAM FLAGSTAFF

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12. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Aslan to place on a future agenda a discussion for launching an extensive community dialogue that thoroughly and sufficiently explores the Black lived experience in Flagstaff, in the state, and in the nation. The Black community from Flagstaff should lead the way on this, although other black voices from outside are also valuable and should absolutely be invited to participate. The recommendation is that we partner with Flagstaff's Southside Community Association to have them lead the community dialogue.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Aslan has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

12. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember McCarthy to place on a future agenda a presentation to Council by the police department on their policies and procedures regarding racial profiling, de-escalation training, use of force, rules on the various types of choke holds, how complaints of inappropriate actions are handled, and procedures to prevent hiring officers that took inappropriate actions in other police departments. Presentation should include recommendations regarding procedures recently evolving in other cities where other professionals (e.g. paramedics, counselors, etc.) respond to calls that do not involve possible violence and do not require an armed officer. Also, consideration of creating a Public Safety Commission.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember McCarthy has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/14/2020
Meeting Date:	08/18/2020

TITLE
City Manager Report

STAFF RECOMMENDED ACTION:

Information Only

EXECUTIVE SUMMARY:

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

INFORMATION:

Attachments: City Manager Report
Capital Projects Report
Black Lived Experience Project Budget

City Manager's Report

August 14, 2020

Council and Colleagues, Greetings.

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization. In no particular order…

Misc. Department Updates

Sustainability Section

Staff continue to receive responses to our Community Forum question: Imagine it is 2030 and Flagstaff is carbon neutral. What actions did we take to get there? Link available here. Through a partnership with NAU's Climate Science and Solutions program, a student completed research on the potential carbon sequestration strategies to aid in achieving the City's carbon neutrality goal.

Updated FUTS signs highlighting adopting parties have been made. We are partnering with Arizona Conservation Corps to complete the installation of signposts along Flagstaff Urban Trails.

The Open Spaces Commission discussed the Veterans' Home and is concerned about the request to use some Open Space on McMillan Mesa for additional stormwater drainage. Much effort at the staff level occurred subsequently and an alternative plan was developed whereby the stormwater discharge could be managed on the ten-acre parcel subject to the new facility. The riprap infrastructure on the open space will be removed and the land returned to its previous condition.

Stage one fire restrictions are in effect. In partnership with the fire department, signage has been placed on open spaces to alert the public.

The Picture Canyon Working Group and open space staff are working with the Festival of Science to hold a self-guided tour at Picture Canyon for the public. This effort will provide the community with new information and engaging videos about the Preserve that can be accessed from home or during a walk.

A grant application to AZ Department of Forestry & Fire Management was submitted to remove invasive species at Picture Canyon Natural and Cultural Preserve and along the Rio de Flag. If awarded, the grant would treat over 300 acres.

Staff continue to make improvements to the recycling infrastructure downtown to reduce contamination, complementing the expanded use of right of way (EUROW) project. Enclosures have been installed to limit recyclables collected to bottles and cans. Temporary stickers have been added to the residential carts placed throughout the Heritage Square area and staff are working on new signage that emphasizes that take-out waste (other than bottles and cans) is not recyclable.

Capital Projects Update

Attached to this Report you will find the August update for Capital Projects. It is very informative and will provide you with the current status of numerous projects. Please note the following which will supplement two of those projects.

With respect to Coconino Estates Improvements (Item #13 in the attached update), there are two items to note. First, with respect to the recent questions and comments related to the mature trees on Beal Street, the City staff will endeavor to consult a professional arborist to assist in the evaluation of a slightly modified pedestrian infrastructure design that may enable the preservation of one of the two trees in question. Stay tuned on this. Second, a meeting occurred on site to address the current staging of construction materials related to the Coconino Estates Improvement Project at the old Public Works facility at Thorpe Park. Concerns were stated related to the unsightliness of the staging facility. The area is fenced but not screened. Efforts are now underway to screen it, and hopefully remove those staged items that are not needed for the project (spoils). Additionally, and with assistance from Sustainability, we will be placing signage at the storage yard that advises passersby of the eventual development of this parcel for park and community purposes, subject to community vetting.





With respect to the Fir Street Waterline Project (Item #17 in the attached update), there is one item to note. A site visit to the neighborhood at San Francisco and Fir was prompted by concerns from the neighborhood related to impact from the construction and specifically a staging area at the Elks Lodge facility that included a rock crushing operation. This staging area, similar to the one being used at the old Public Works facility as noted above, is subject to a Temporary Use Permit. The Permit did not include reference to rock crushing and efforts were immediately taken to cease that particular operation. The staging area will also be fenced and monitored to ensure that the impact upon the neighborhood is minimized. Notes from the meeting, orchestrated by our Mayor, and a photo, are noted below:



<u>General takeaways:</u>

- Neighbors expressed very clearly, and emphatically, their discontent with the City related to the oversight of this project, noting (1) lack of responsiveness to questions and complaints by City staff; (2) lack of communication and transparency with respect to overall impact to the neighborhood; and (3) lack of oversight of contractor. Other concerns were expressed regarding the apparent import/export of materials involving the second site operated by the contractor, with suspicions that the contractor was profiting from this arrangement at the neighborhood's expense. The neighbors expressed an eroding sense of trust toward the City regarding these projects. There was discussion about having more public awareness of these projects and their justification.

- The Mayor spoke of the need for the City to be more transparent and engaging with neighborhoods that are impacted through these projects, noting that the projects are imperative for the City. The Mayor was appreciative of staff response to shut down the crushing operation and meet with the neighborhood. The Mayor noted that the rock crushing operation, and the apparent exchange of materials at two construction sites by the contractor, were not acceptable.

- City Engineer Rick Barrett provided the necessary background for the project, noting that it will occur until October. Discussion of future pipeline extensions was also had, without certain dates referenced. Apologies by Rick were shared with the neighbors.

- Mr. Clifton noted that measures would be taken to ensure that the staging area would be returned to previous condition at the conclusion of the current project. Efforts to enhance City communications and outreach related to similar projects would be taken. The City would do a better job of being responsive to concerns and complaints by the neighbors.

Specific takeaways:

- There needs to be more City presence at the site monitoring the operations, the contractor, and the impact of the project as it moves forward. More effort needs to be taken to mitigate dust and disturbance. The contractor needs to be carefully monitored for compliance.

- The staging site needs to be fenced…kids are accessing the site and there are attractive nuisances there that present a hazard.

- No more rock crushing. Any additional material needed for the project will be imported and not crushed on site. Note: There was discussion about the rock crushing operation not being referenced in the permit, and that this operation is in violation of zoning allowances. Representatives from the Elks Lodge claimed that they were not aware of the crushing operation. This is a central issue for the neighbors.

- Increased public notice needs to occur regarding these projects in the future. Many neighbors who live in proximity to the construction area and staging site were upset that they had no notice like the neighbors who were close to the project.

Update re payment to Southside Community Association

I have had communications with Ms. Deb Harris, Executive Director for the Southside Community Association (SCA), subsequent to the requested funding document that was forwarded to the City Council in late July. The letter is pasted below for convenience.

Council may recall that the FY2020-21 Budget was approved with the supplemental appropriation of funds to the SCA in partnership for efforts related to investing in our African American/Black community. The immediate efforts involve the conductance of six (6) community meetings focused on specific needs of the Black community in Flagstaff. The City will be advancing $49,708 of the requested funds toward the initiation of this partnership. The funding will be subject to a revised budget, currently being formulated by the SCA, which is working with a collaborative of numerous non-profit and church organizations. A contract will be provided by our Legal Department. Stay tuned on this.

SOUTHSIDE COMMUNITY ASSOCIATION

July 21, 2020

"Toward a Strategic Framework for Truth, Justice and Racial Reconcilition"

Dear Mayor Evans, Flagstaff City Manager and Flagstaff City Council Members:

The Southside Community Association is excited to be in partnership with the City of Flagstaff and look forward to the ongoing work with the City on this partnership and investment in our African American/Black community, the first investment of this kind.

Flagstaff has always been a trailblazer in initiatives and programs that further the quality of life not only for our residents, but for others throughout our state. Some examples include (first city in Arizona to respond to COVID-19 with the closing of public establishments, first to create a water resource protection plan, and the first city in Arizona to desegregate our school system). In light of this, and in light of recent events and activities, this is an important investment in the ongoing development and engagement of both Flagstaff's Black community, the Flagstaff community as a whole, and the state of Arizona. We have developed a coalition in partnership with the work presented to Council in June, with SCA as the lead agency.

As previously noted in our June presentation to Council, we will be conducting six (6) community meetings focused on specific needs of the Black community in Flagstaff. We will be conducting a RARE assessment, including a community assessment, evaluation, reporting, and documentation. We will be doing a literature review regarding the Black Lived Experience in Flagstaff, and continuing a currently thriving program of biweekly short talks highlighting various aspects of the Black Lived Experience. Within a year we will have crafted this work into a strategic plan that can be presented to City Council that will provide a current community assessment, suggested actions, and areas of opportunity for their consideration. The total budget as attached is estimated at **$182,000**. The work will be a hybrid model due to COVID-19, utilizing technology as reflected in the budget.

We look forward to working with you on what we think is an opportunity for Flagstaff to continue being a "trailblazer". If you have any questions, please do not hesitate to contact me.

Sincerely,

Deborah A. Harris

Deborah Harris,
Executive Director
Southside Community Association

Southside Community Association
Located at the Historic Murdoch Community Center
203 E. Brannen Avenue
Flagstaff, AZ 86001
(928) 226-7566
southsideflagstaff@gmail.com

Update re Motoya building RFP

The RFP has been posted and the City staff is moving forward with this exciting project. The original RFP was revised to specifically tailor the scope of services to that specified by the Council. To note, the language includes the following:

"The purpose of this RFP is to select a non-profit organization that will provide a community benefit to Flagstaff and the surrounding neighborhood so long as it is for a recreational, park, and/or education use with an emphasis on science, technology, engineering, arts, and/or mathematics (STEAM). The operational use of the building by the organization is expected to be accessible and available to the public."

Update re leases

Under Dan Folke's direction, we met with the Murdoch Community. Mr. Folke is putting a meeting together with Kevin Fincel, Sara Dechter, Bryce Doty, myself, and perhaps others, to discuss the process and potential terms of a long-term lease. We will be pursuing a similar meeting and methodology related to Theatrikos, Inc.

It is further envisioned that this lease template will work for the Montalvo building lease, referenced directly above.

Mountain Line Request for Letter of Support

In a quarterly meeting with Heather Dalmolin from Mountain Line, there were numerous updates provided. The transit services is running at about 40% of normal service, and currently with no service along Route 10. The fare loss stemming from the free ridership is estimated to be about $250K. The CARES funding assistance has helped significantly.

The Downtown Connection Center is going well and environmental clearances are pending. Stay tuned. The Rapid Transit project is on hold pending the ADOT Milton Corridor. There was a recent electric bus demo…the implementation of an electric bus fleet will require additional charging infrastructure which could occur in connection with the DCC project noted above.

There is also a bus storage facility being considered in joint effort with NAU. This would enable the parking and storage of about ten buses on campus and greatly reduce costs and fuel, and possibly serve as charging station as well.

Mountain Line is advocating for FTA transit funding related to a pending application. The below letter encapsulates the major points. The application contains two projects and both have benefits for Mountain Line and the City.

The first project is a shared use transit facility for Mountain Line and Campus Shuttle, to be constructed on NAU campus, as noted above. If the project is funded, NAU will provide the required local match and Mountain Line will receive the grant funds.

The second project is comprised of several technology projects that will improve data systems and operations. If the project is funded, Mountain Line will use transit tax as the local match and will receive the funds. These projects are already in the work plan and if successful with federal funding, Mountain Line can reduce the amount of local tax needed to fund these items.

August 5, 2020

Mr. Gregory Byres, Division Director
Arizona Department of Transportation
Multimodal Planning Division
206 S 17th Avenue (300B)
Phoenix, AZ 85007

Dear Mr. Byres:

I am writing in support of Mountain Line/NAIPTA's grant application for Federal Transit Administration (FTA) Section 5307/5339 funds through the Arizona Department of Transportation's Multimodal Planning Division for two essential transit projects: 1) Bus Storage Facility on Northern Arizona University (NAU) Campus; 2) Mountain Line Technology Upgrades. This application supports City of Flagstaff's Council Goals, which focus on a livable community and environmental stewardship. In addition, City of Flagstaff's City Council voted on June 23, 2020 to move forward in declaring a climate emergency in Flagstaff. This resolution sets a goal of making Flagstaff carbon neutral by 2030.

The City of Flagstaff is a Mountain Line/NAIPTA partner agency and is committed to providing quality transit in Flagstaff. NAU's student population has grown 69 percent since its 2006 Flagstaff Campus population of 13,443. This growth is directly linked to Mountain Line's continued growth in ridership and further solidifies transit as critical infrastructure for both campus and the greater community.

- Funding will support the construction of a bus storage facility on NAU's campus. Last year, Mountain Line/NAIPTA was awarded $1.1 million in Section 5307/5339 federal funds for design of this facility but was not awarded the construction money at that time. This application reapplies for the construction of that project. The new facility will be fully secured and have indoor bus storage, office space, maintenance bays, and a Commercial Driver's License (CDL) test course.

- Funding will also support a technology upgrade package for Mountain Line/NAIPTA. These technology upgrades will be necessary for Mountain Line/NAIPTA to improve service efficiency, safety and reliability for their customers.

Funding these projects will ensure the continued success of transit in Flagstaff and help reach the City's goals. I strongly support Mountain Line/NAIPTA's grant request and urge you to fund these important priorities for this growing and successful transit system in accordance with all rules, regulations and laws.

Sincerely,

Additionally, Mountain Line is seeking City support in advocacy to both House and Senate members on the reauthorization package (INVEST Act). Some key points to underscore the importance of this reauthorization are excerpted from a communication from Ms. Dalmolin:

- *Bus and Bus Facility funding is proposed to increase and these ongoing funds are essential to support replacement transit fleet over next five years. We will need to replace 5-10 buses during that period.*
- *The increase to Small Transit Intensive Cities funding, the STIC set aside, is a great financial incentive to programs like ours where we provide service or service is used at a level that is competitive with large systems. We put this money right back into the system to ensure we can continue with high frequency service and meet the demand of riders.*
- *The bill has Bike-Pedestrian funding options that support the community need and that could also provide improved transit access which is a key ingredient to growing ridership and providing for safe access to transit for all riders.*
- *The package is also attractive for Amtrak and we are excited to see that funding called out as passenger rail service is important to our community and impacts our downtown area. We see the funding as a potential opportunity for the desired relocation of the downtown station to a more attractive and long term sustainable location.*
- *Lastly, there is no state funding for transit in Arizona and these federal funds allow us to maximize the investment our taxpayers in transit and ensure we can maintain a good state of repair for fleet and facilities while providing excellent transit services.*

We appreciate the City support and interest in our reauthorization message. We want to support any specific asks that the City may have if you want to share some of your talking points. We appreciate the partnership that allows us to carry a unified message for our community. I did fail to recognize we share a federal liaison, Bob Holmes, during our conversation and Bob already has this letter and our talking points.

Recent Meetings

Recent meetings include a Board meeting with LAUNCH Flagstaff and United Way.

Rick Tadder, Brandi Suda, and I were presenters at a well-attended webinar with the Government Finance Officers of Arizona. The topic was the financing of the public safety pension liability. It was informative and many good questions were asked. Flagstaff's approach to solve this liability is garnering a lot of attention and interest.

There was a meeting with Councilmember Whelan, Jeff Meilbeck with MetroPlan, and me on August 4th. Discussion was focused upon the Strategic Plan, opportunities with downtown connectivity, Lone Tree extension, climate action, and emerging technologies.

On August 7th the Mayor and I had a discussion with two principals from *Better Place Forest* – a for-profit company that utilizes inholding properties within National Forest Land for purposes of

end-of-life memorials. Very simply, the cremated ashes of member individuals are placed at the base of a designated tree within the property. Visitation is limited and the property is conserved by conservation easement in perpetuity.

Todd Madeksza is assisting the company, which has operations in California. They have secured property here in the Hart Prairie area (160 ac) which is an inholding within the Coconino National Forest off of FR 151. The meeting we had was introductory and we truly appreciated that the City, which is not a stakeholder in this endeavor, was included in the due diligence process. Mayor Evans strongly encouraged the members of the company to reach out to those Tribal neighbors who have not yet been engaged in this 'due diligence' process.

That is all for now, Council. We hope that you enjoyed your Council Recess.

COMMUNITY DEVELOPMENT DIVISION

ENGINEERING SECTION

Monthly Capital Projects Report

August 2020

1 *Rio de Flag Flood Control Project*

PHASE: DESIGN
FUND: STORMWATER & AGING INFRASTRUCTURE

Description - Design consists of channel improvements along both the Rio de Flag and Clay Avenue Wash channels, and the construction of an underground concrete confluence structure. The channelization of Clay Avenue Wash channel will begin at an upstream inlet structure transitioning into an open rectangular concrete channel and then transitioning into an underground reinforced concrete box channel ending at the confluence on Clay Avenue Wash and Rio de Flag, approximately 5,000 linear feet. The channelization of the Rio de Flag channel will begin at the underground confluence structure as an underground reinforced concrete box channel and then transitioning into an open trapezoidal channel with riprap placed on invert and side slopes. Work includes widening and deepening by large scale excavation, grading, and compacted fill; disposal of excess excavated material; installing over 1 mile of underground reinforced concrete box channel, riprap slope protection, critical underground concrete confluence hydraulic structure, maintenance, drainage culverts, many utility relocations, landscaping and mitigation planting, A.C. paving, access ramps, safety railing and appurtenant work. Construction methods will include hard rock excavation during grading and utility excavation, groundwater dewatering, shoring, environmental cleanup and disposal, cut slope and trench stabilization, and instrumentation installation and monitoring.

Project Update:

100% plans status -Phase I & Phase II

- USACE and their consultant (TetraTech) continue to address comments in preparation of the ATR-SAR-BCOES submittal.

Utility Relocations Status - Phase I & Phase II

- Coordination continues with Unisource, APS, Suddenlink, Centurylink and AT&T to further develop their infrastructure relocation plans.
- USACE has provided a sample form to Utility Relocation Agreement.

Environmental Status - Phase I & Phase II

- The City continues working with consultants (Western Technology and SCS Engineers) and USACE to develop the Environmental Response Plan.

Property Acquisition Status -Phase I

- Project Team encountered a setback regarding the need for an exhibit that shows all encumbrances as shown on title reports for each impacted parcel.
- City and Shephard-Wesnitzer, Inc. are working on an encumbrance exhibit to supplement the Real Estate task.
- USACE's Real Estate Team provided written documentation to the City on recommendations to satisfy the Real Estate Certification.
- USACE has a new Real Estate Manager assigned to this project.

US Army Corps of Engineers

- We continue to work with USACE to determine a delivery schedule that adequately addresses the property acquisition tasks and approvals and that respects BNSF's required review timelines for development of the Construction & Maintenance Agreement.

Cash Contributions

- The City sent an EFT cash contribution of $15,077,177.

Internal & External Meetings

- Staff held our internal monthly staff meeting on August 5, 2020.
- Weekly coordination meeting with SWI were held to discuss project issues.



Aspen Avenue in vicinity of City Hall & Library

2 *Phoenix Avenue Culvert and Watermain Replacement*

PHASE: DESIGN
FUND: STORMWATER & AGING INFRASTRUCTURE

Description - The project will replace the Rio de Flag box culvert (which runs beneath Phoenix Avenue and the Zani building) with the appropriate conveyance structure and will upgrade a 12" water main in Phoenix Avenue from Mikes Pike to Beaver Street. Phoenix Avenue will be reprofiled, roadway surface drainage issues will be addressed, edge improvements will be made as needed and the roadway will be repaved.

Project Update

- The construction plans for the Phoenix work reached the 90% level of completion in June 2019, prior to funding becoming available for the Rio de Flag project.
- With funding of the Rio de Flag, design of the Phoenix Avenue conveyance structure was suspended while the Army Corps of Engineers design work for the Rio de Flag Phase 1 Lower Reach moved forward.
- The City Stormwater Section is determining what the stormwater conveyance solution may be based upon hydrologic data from the Army Corp of Engineers.
- There is not a current schedule on when the design solution will be resolved.
- The full improvements will be performed in the future as one integrated capital project.



3

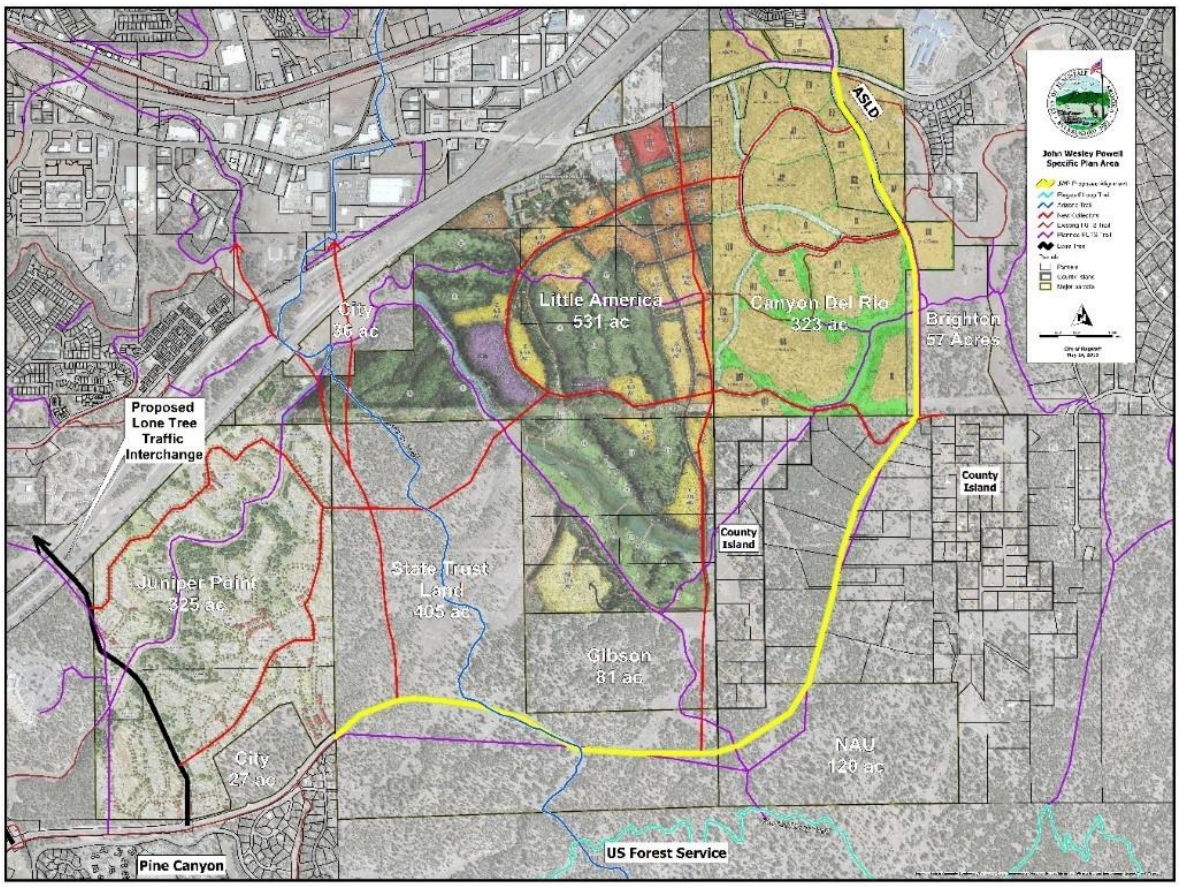
J.W. Powell Specific Plan Study

PHASE: PLANNING
FUND: GENERAL GOVERNMENT & TRANSPORTATION TAX

Description – The purpose of the John Wesley Powell Specific Plan Study (Study) is to develop a specific plan to guide the future private development of public infrastructure, utilities and facilities. Phase 1 of the project is the conceptual design of the future public infrastructure (roads), public utilities and facilities location analysis. The conceptual design is required to meet the full City infrastructure standards including street improvements, potable water, sanitary sewer mains, storm drain systems, street lighting and associated appurtenances. Phase 1 of the Study includes a sanitary sewer system master plan for the area. A water system master plan was previously developed for the area. Phase 2 of the Study is development of the planning elements necessary to gain City Council approval of a Specific Plan amendment to the Regional Plan.

Project Update:

- Meetings were held with City Engineering, City Planning, and Peak to discuss land use model as well as the transition from Phase 1 (concept design) to Phase 2 (Regional Plan Amendment).
- Meeting to review potential Change Order with City Planning and City Engineering.
- Meeting took place with Peak Engineering, Swaback (subconsultant), City Planning, and City Engineering to discuss the needs and design for the land use model for the future JWP corridor and service area.
- Update to City Council coming this fall, currently scheduled for October 27th.



Proposed alignment of new J.W. Powell Blvd. and Fourth Street; denoted by yellow line

Sunnyside Phase 6 – Second Avenue

PHASE: DESIGN
FUND: GENERAL GOVERNMENT

Description – This project improves stormwater drainage, rebuilds the asphalt roadway surface, and constructs sidewalks and driveways along one block of Second Avenue, between West & Center Streets, in Sunnyside.

Project Update:

- Peak Engineering is working to finish 100% (final) plans.
- This project does not currently have funding for construction.



Extent map of the Sunnyside Phase 6 – Second Avenue Project

City of Flagstaff Municipal Court

PHASE: CONSTRUCTION
FUND: GENERAL GOVERNMENT

Description - The City of Flagstaff Municipal Court Project is a 40,000 SF facility that will provide full user services to the City Court, the City Prosecutor's Office, and the public. It is located two blocks north of the existing Court facility, at 101 W. Cherry. Amenities include: four court rooms, one hearing room, administrative staff offices for the Court and Prosecution, in-custody detention and processing, and customer service facilities

Project Update:

- The Staff Elevator and the Inmate Elevator banks are substantially complete. The crews are working on the final Lobby Elevator.
- Mechanical/Electrical/Plumbing is wrapping up on the third floor, making way for completion of drywall.
- Final exterior masonry continues.
- Interior finishes such as bathroom floor tile and final paint are continuing on the first and second floors.
- First floor and second floor window installation and drop ceiling grid continues.
- Some ceiling lights are operational on the first floor.
- Exterior site work such as sidewalk ramps and retaining walls are ongoing.
- Stucco at parapets continues.
- Finish millwork continues in the first and second floor court rooms.
- Staff continues to work with KCS regarding COVID-19 related delays. The project is experiencing delays in addition to what was communicated to Council in late June and we are now anticipating a late September move-in with operations starting the first week of October. Staff is working with KCS to finalize project completion dates and will send a detailed update to Council under separate cover shortly.



Lobby windows are installed.



Court Room millwork – Judge's Bench



Sally Port area at the south of building



Staff Elevator is substantially complete

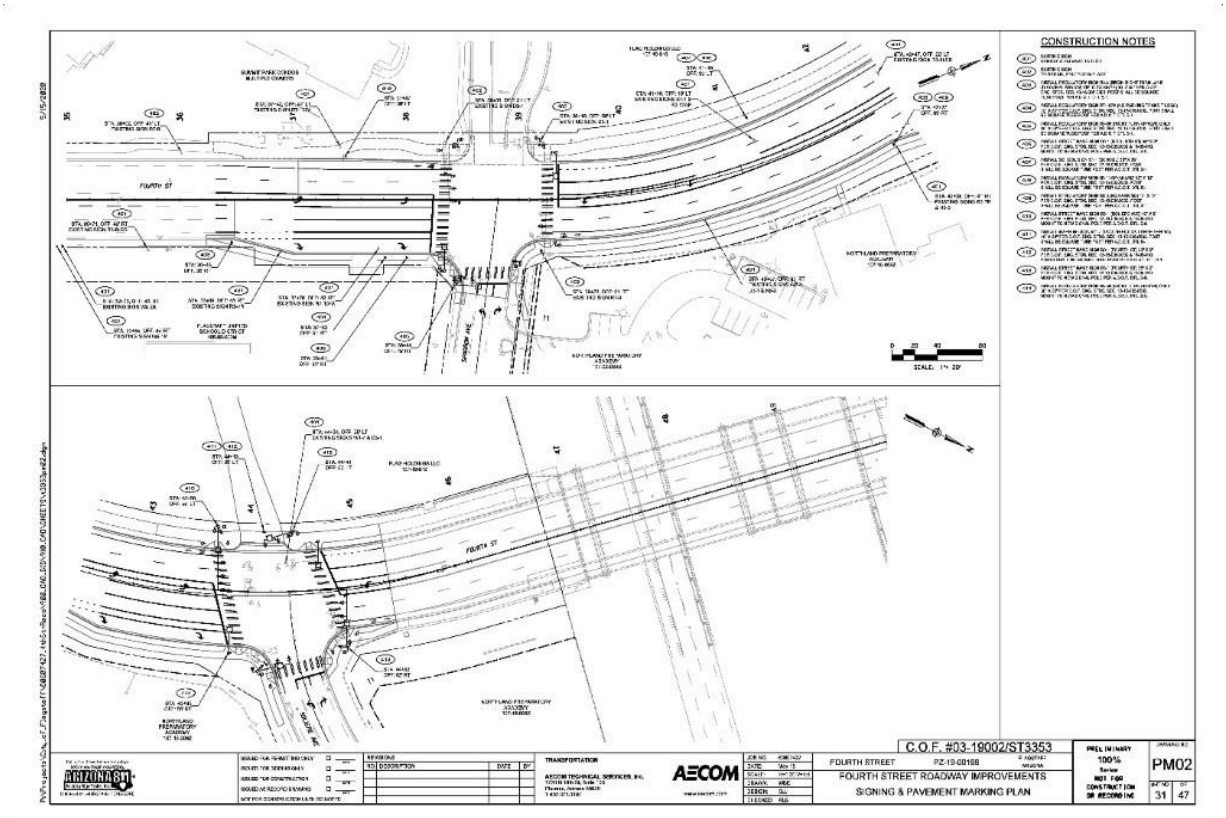
6 *Fourth Street Reconstruction*

PHASE: DESIGN
FUND: TRANSPORTATION TAX

Description – The project is on Fourth Street from the Soliere Avenue intersection, southerly to just past the Sparrow Avenue intersection. The work will construct a new pavement section with two northbound and two southbound lanes and a center turn lane, northbound dedicated right turn lanes from Fourth Street onto Sparrow Ave. and onto Soliere Avenue, new streetlights, new traffic signals at Soliere Avenue, new fire hydrants, new 12" water main and new 8" water main, curb and gutter and new sidewalk. The reconstruction work will connect with the bridge replacement project.

Project Update:

- Final comment resolution is underway.
- Construction Award will be brought to Council for their consideration in fall 2020.
- Underground utility work is targeted to begin in late fall 2020 with remainder of the work occurring in spring 2021.



Fourth Street Reconstruction Overview Plan

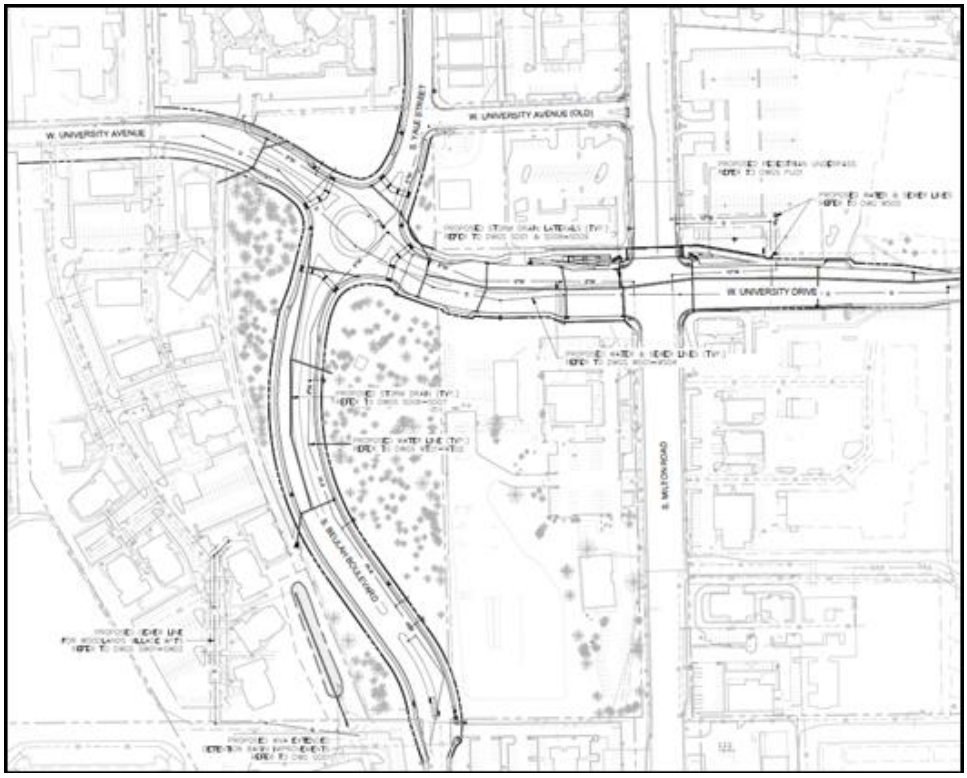
7 *Beulah Boulevard Extension / University Drive Realignment*

PHASE: DESIGN
FUND: TRANSPORTATION TAX

Description – This project extends the northern terminus of Beulah Boulevard to connect with University Drive. Furthermore, University Avenue (west of Milton) will be realigned to match up with University Drive (east of Milton). A new roundabout will be constructed where Beulah Boulevard and University Drive will intersect.

Project Update:

- Awaiting approval of purchase order (PO) to Hunn Development Company. This PO will finalize the cost analysis and provide the creation of escrow instructions to move forward with final design of the Beulah/University Roadway Project in partnership with Vintage Partners.
- Final revisions and edits are being made by Shephard-Wesnitzer, Inc. (SWI) along with Western Technologies (WTI) on the erosion control plan, including environmental sampling/reporting for the demolition of remaining structures on City property and City ROW. This plan is necessary to give bidding contractors an idea of what will be encountered during demolition.
- Job Order Contracting (JOC) bidding should open to selected contractors (for structure demolition) in mid-late August.



Extent map of new Beulah and University Realignment – taken from 30% plans

8 *La Plaza Vieja Traffic Calming*

PHASE: DESIGN
FUND: TRANSPORTATION TAX & HOUSING [CDBG] ALLOCATION

Description – The project is assisting the neighborhood by improving pedestrian safety of crosswalks, sidewalks, bike lanes and storm drainage at the Kingman Street and Florence St./Malpais Ln. intersections with Clay Avenue.

Project Update:

- Capital Improvements is assisting Comprehensive Planning.
- Design plan development is approximately 60% complete.



Conceptual Plan of Proposed Improvements

9 *I-40 / Fourth Street Bridge Replacement*

PHASE: CONSTRUCTION
FUND: TRANSPORTATION TAX

Description - A partnership with ADOT, the I-40/Fourth St. Bridges Project will replace the existing two travel lane bridges across the interstate with new bridges accommodating four travel lanes, a center median/turn lane, bike lanes, FUTS trail and pedestrian/bike path. A bridge slide will be utilized to reduce closures of Fourth St. from 3-4 months to approximately 17 days. The project is being administered by ADOT and the total City financial commitment is $8,854.644.

Project Update:

- Detours of I-40 (utilizing median crossovers) are expected for the coming weeks.
- Bridge slides for both bridges and work to connect the bridge sections and grade approaches was completed.
- Fourth Street was reopened on August 3rd as planned.
- Work will continue into October for final project completion.



Fourth St. Bridge – Before bridge slides



Fourth Street Bridge – Just Before Opening to Traffic

10 *Industrial Drive and Fanning Wash Improvements*

PHASE: CONSTRUCTION
FUND: TRANSPORTATION TAX

Description – The project is constructing the third phase of the Industrial Drive improvements. The work will bring this segment up to standard as a minor arterial and truck route, build new 12" water main, new fire hydrants, streetlighting, sidewalk, bike lanes and dual 8.5' diameter pipes to convey Fanning Wash stormwater beneath the new 42' wide roadway.

Project Update:

- The project is complete, and road is open to the traveling public.



Roadway During Construction & Final Improvement

11 *Sheep Crossing FUTS Trail*

PHASE: CONSTRUCTION
FUND: TRANSPORTATION TAX

Description – The Sheep Crossing FUTS Trail connects the Ponderosa FUTS Trail on the east end, just south of the Ponderosa Trails Subdivision, and the Sinclair Wash FUTS Trail on the west end. The western portion of the trail is in Fort Tuthill County Park and intersects the County's Soldiers Trail. Furthermore, this 0.74-mile trail is a connecting portion of the greater 44-mile Flagstaff Loop Trail. This trail utilizes two concrete box culverts for passage under Highway 89A and Interstate 17.

Project Update:

- Placed drainage pipe (corrugated metal pipe) and placed concrete collars.
- Continued the placement of FUTS fill on the trail to prepare for the subgrade material.
- Earthwork finished up on the Lower Embankment on USFS lands.
- The I-beam was removed from the southern tunnel lightwell and preparation is underway to cap in place.
- Poured three sections of concrete on County Lands; including ramps with truncated domes at the intersection of Infantry Drive.



This color was selected in partnership with the US Forest Service and Coconino County. Note the earth tone which matches the background.



Far western portion of the trail at the intersection with the Sinclair Wash FUTS Trail. This picture shows the color-integrated concrete.

12 *Switzer Canyon Drive / Turquoise Drive Roundabout*

PHASE: CONSTRUCTION
FUND: TRANSPORTATION TAX – SAFETY IMPROVEMENTS

Description – This is an intersection safety improvements project through the construction of a roundabout at the intersection of Switzer Canyon Drive / Turquoise Drive / Canyon Terrace Drive. The project is being managed and delivered by ADOT.

Project Update:

- ADOT and McDonald Brothers (contractor) performed the pavement corrections and various punch list items July 13 through July 16, 2020 that required roadway closure and corresponding detour route.
- The roadway was reopened to the traveling public on July 16 and corrective asphalt work is complete.
- A few items remain on the punch list, with materials for these items being 2-weeks out for delivery. Date for completion of these items is to be determined.



Corrected pavement looking north

13 *Coconino Estates Improvements Phase I*

PHASE: CONSTRUCTION
FUND: ROAD REPAIR & STREET SAFETY

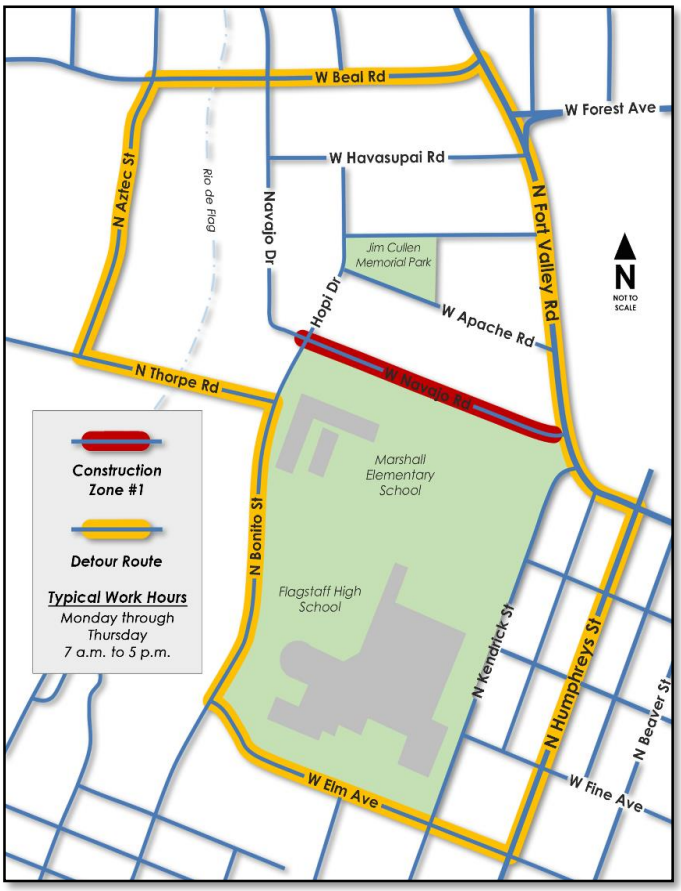
Description – This is a utility and roadway improvements project located in the Coconino Estates neighborhood on Beal Road from Rockridge to Fort Valley, Navajo Drive from Navajo Road to Murray, Whipple Road from Navajo Drive to McMillan, and Navajo Road from Navajo Drive to Fort Valley. Improvements on the streets generally consist of replacing existing infrastructure with new, including water and sewer mains, water and sewer services, fire hydrants, storm drains, street lights, the entire asphalt road way, and defective select edge improvements (curb & gutter, sidewalk, etc.), except for Whipple Road which will only receive a new water main and trench patch. There will also be new infrastructure added consisting of underground electric lines for streetlighting and sidewalk on both sides of the street where it does not currently existing on Beal Road, Navajo Drive south of Beal, and on Navajo Road.

Project Update:

- Testing the new sewer main and services in Navajo Road.
- Continuing construction of water main and services in Navajo Road.
- Beginning construction of water and sewer main in Navajo Road and Hopi Drive intersection.
- Navajo Road is closed to thru traffic.
- The Navajo Road and Hopi Drive intersection is closed to all traffic from July 20 – August 21.
- Detours are posted around the closures.
- During the Navajo Road and Hopi Drive intersection closure Mountain Line Bus route #5 will detour down Beal Road and Aztec Street to get from Fort Valley Road to Thorpe Road instead of its typical route down Navajo Road and Hopi Drive.
- Mountain Line's stops 7 and 25 on route #5 will be closed during the Navajo Road and Hopi Drive intersection closure, riders have been informed to use stops 2 and 26 instead.
- Public flyer/notification is being delivered to residents on a weekly basis.



Sewer main replacement Navajo/Hopi looking south



Construction Zone and Detour Map

14 *East Route 66 and El Paso Flagstaff Waterline Extension*

PHASE: DESIGN
FUND: AGING INFRASTRUCTURE

Description – A utility improvements project that extends the 12" ductile iron waterline approximately 2,450 feet along Rt. 66, from the intersection of Test Dr. to the intersection of El Paso Flagstaff Rd. The waterline extension continues up El Paso Flagstaff Rd towards the Wildcat Treatment plant with approximately 1,600 feet of 8" ductile iron waterline. The project also calls for a paving of El Paso Flagstaff Rd. for the extents of the waterline extension.

Project Update:

- Civil plans are nearing completion.
- Plans are being coordinated with the proposed Industrial Park to the east, a private development, to provide them water access and to mitigate future pavement cuts into the new road.
- Tentative construction schedule is to construct the waterline extension along Rt. 66 and El Paso Flagstaff Rd. during winter of 2020/2021 followed by paving of El Paso Flagstaff Rd. in the Spring of 2021.



Intersection of Rt. 66 and El Paso Flagstaff Rd

looking North towards the Wildcat plant where the waterline will extend

15 *Summit Water Project*

PHASE: CONSTRUCTION
FUND: AGING INFRASTRUCTURE

Description - Approximately 3,300 ft of new waterline, water services, fire hydrants, and pavement reconstruction. The existing waterlines in this area range from 58 to more than 90 years old. The City intends to replace the water infrastructure and pavement on: S. Walnut St. from Santa Fe Ave. to Coconino Ave.; S. Sycamore St. from Santa Fe Ave. to Grand Canyon Ave.; S. Spring St. from Montvale Ave. to Grand Canyon Ave.; W. Summit Ave. from Santa Fe Ave. to end; and W. Santa Fe Ave. from Walnut St. to Thorpe Rd. Waterline only will be installed on W. Montvale Ave. from Santa Fe Ave, to end. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update:

- Construction is underway, beginning with Phase I on Walnut St.
- Work to begin on Sycamore St. next.
- Construction yard is set up on Coconino Avenue and sharing the overall space with the Humphreys Widening ADOT project.



Summit Water Project-Walnut St.

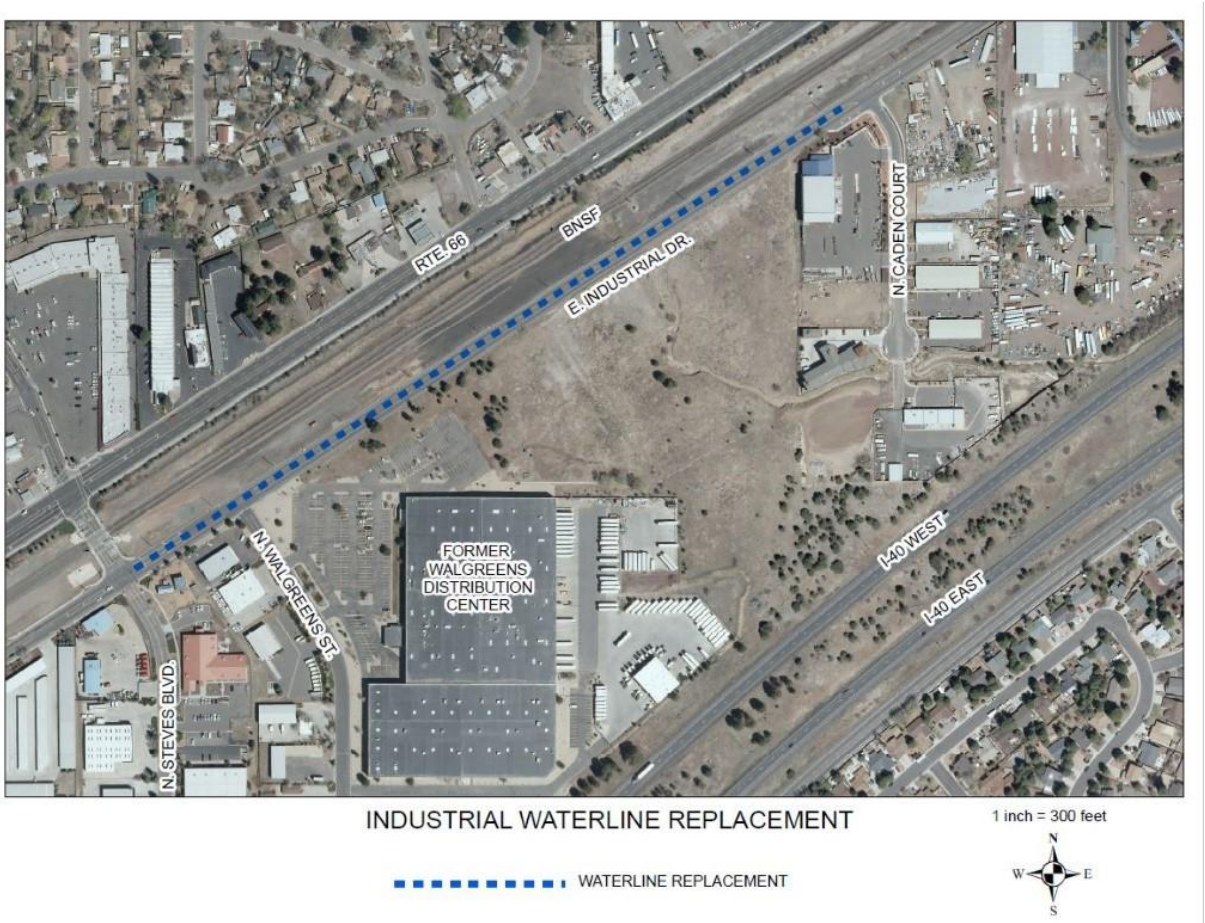
16 *Industrial Waterline Replacement*

PHASE: CONSTRUCTION
FUND: AGING INFRASTRUCTURE

Description - A utility improvements project on E. Industrial Drive from approximately Steves Boulevard to N. Caden Court. The improvements consist of replacing approximately 2,050 feet of 16" ductile iron waterline pipe, associated paving for the waterline trench, removal and replacement of curb, gutter and valley gutter. The existing waterline in this area is over 60 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update:

- Traffic Control Plans are in for review. Traffic impacts will involve lane shifts to accommodate the new waterline in Industrial Dr and mostly likely a brief full closure of the Steve's Boulevard and Industrial Drive intersection to tie the old main into the new main.
- Project start slated for August 10th.



Vicinity Map

17 *Fir Avenue Waterline Replacement*

PHASE: CONSTRUCTION
FUND: AGING INFRASTRUCTURE

Description - The Project consists of installing 3,000 feet of new 8" Ductile Iron Pipe (DIP), 100 feet of new 6" DIP and associated roadway improvements. Included in the project will be new water services, fire hydrants and Air Release Valves. The project is in the Mount Elden Park Subdivision, north of Flagstaff Medical Center. The project is approximately three blocks of Fir Avenue and one block of Mesa Avenue. The existing water main was constructed in 1962 and needs replacement. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update:

- 8" waterline installation continues in Mesa Drive.
- Approximately 850 feet has been installed with backfill.
- Associated water service taps have been installed on the new main along Mesa Dr.



Backfilling a trench

The Southside Community Association, Inc.

The Lived BLACK Experience - City of Flagstaff Contract

BUDGET & BUDGET DETAIL

A: Personnel

Name/Position	Computation	total
1.) The Lived Black Experience Project Director Supervision of Project Outreach Staff, NAU & CCC Interns/Workstudy and volunteers Planning and Management of Program Activities Overseeing Program Data Management, Program Assessment, Evaluation and Reporting & Documentation	1.0 FTE @$27.50/hr x 40 per week x 16 weeks (640 hours) (five months - September 2020 through January 2021)	$17,600
2.) The Lived Black Experience Townhall Facilitator & Strategic Draft Writer Duties include Setting up, staffing of community dialouges & conversations and preparing the draft strategic plan document	1.0 FTE @$18/hour x 20 per week x 20 weeks (400 hours) (five months - September 2020 through January 2021)	$7,200
	Total:	$24,800

B: Fringe Benefits

Name/Position	Computation	total
1.) The BLACK Lived Experience Project Director	calculated @.12 of base +$250 a month health stipend	$3,362
2.) The BLACK Lived Experience Community Outreach Liason	calculated @.12 of base	$864
	Total:	$4,226

C.: Other Costs

Description	Computation	total
1.) The BLACK Lived Experience Program Supplies Program Computers (2) Ipads to use for Church and neighborhood work and surveys Office/Program Supplies Food for Community Meetings		$5,000
2.) Information & Technology and Audio Visual Support for Video Conferencing		$6,000
3.) Partner Agency Community Engagement	This is for partner agencies that will be assisting in specific resident engagement and outreach to the older, more vulnerable residents (estimated at $1,500.00 x 4 different sites)	$6,000
	Total:	$17,000

E: Indirect Costs

Description	Computation	total
1.) Financial Reporting/Oversight and Payroll Functions, Auditing, Grant Administrator, Grant Administration, Management and Reporting	Estimated at 8% of overall grant total	$3,682
	Total:	$3,682

The Lived Black Experience Project Budget Totals

Budget Category		*Total*
A. Personnel	$	24,800
B. Fringe	$	4,226
C. Other Costs	$	17,000
TOTAL DIRECT COSTS:	$	46,026
H. indirect Costs	$	3,682
Total Estimated Project Costs	**$**	**49,708**

14. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Deputy City Manager
Date:	08/11/2020
Meeting Date:	08/18/2020

TITLE

Discussion of the Re-Entry Plan and Monitoring Criteria

STAFF RECOMMENDED ACTION:

Council discussion on the Re-Entry Plan and Monitoring Criteria

EXECUTIVE SUMMARY:

Staff will share data from the Coconino County Health and Human Services dashboard and Northern Arizona Healthcare hospital census, the monitoring criteria and phases of the Re-Entry Plan. Council can use this information in their discussion about the City's Re-Entry Plan and monitoring criteria.

INFORMATION:

City Council adopted the latest version of the City's Re-Entry plan during the June 30, 2020 meeting. Staff provided clarification language from the CDC on downward trajectory, grace periods and rebounds during the July 7, 2020 Council meeting and have been using the CDC clarifications in providing weekly updates to City Council on the number of cases, hospitalizations and deaths.

As stated in the Re-Entry Plan the monitoring guidelines and the Mayor's Directive are necessary when moving from Phase 2 to Phase 3, so staff is providing information to Council for this discussion.

Attachments: Re-Entry Plan
Presentation

City of Flagstaff Re-Entry Plan

The City's Re-Entry Plan (Plan) is broken out into four phases. Each phase will be implemented incrementally, dependent upon circumstances and benchmarks as indicated. The Plan contains the following documents:

- General Guidance
- Monitoring Criteria
- CDC Guidelines
- Employee Safety Protocol and Resources
- Workplace Safety Checklist
- Exposure Procedures for Employees
- Specific City Facility Plans – Coming Soon

Any questions about this plan or COVID-19 related concerns should be directed to the Public Affairs Team at covidquestions@flagstaffaz.gov.

General Guidance

During Phase One, Phase Two, and Phase Three of this Plan, the CDC Guidelines, Employee Safety Protocol, Exposure Procedures for Employees, and Workplace Safety Checklist, as set forth below, shall apply. This Plan shall not apply to the Municipal Court operations, which will follow Administrative Orders as directed.

Phase One

City facilities will remain closed to in-person business with the continued effort to address customer service needs remotely. For business that needs to be done in person with the public, this will be done on an appointment basis adhering to CDC guidelines (see below).

Outdoor sport court amenities, park amenities and ramadas will be closed for public use. Playing fields located within City parks will remain open for public use, except in those cases when a special permit is required for use.

Essential services will be performed in-person and on-site as needed. These will include, by way of example, emergency services (police and fire), public works (facilities, streets, solid waste), utilities (water, wastewater), and building inspection.

Operations within the City organization will function remotely where possible. Staff meetings and meetings with the public will be conducted with utilization of remote meetings and remote correspondence. Human interaction will be minimized, with adherence to CDC guidelines and Employee Safety Protocol.

Special events and other permits for activities on City property will be limited and/or modified to minimize gatherings to 10 people or less. Special event permits on City property for gatherings of more than 10 people will be postponed.

City Council meetings may be reduced in number, and when scheduled, will be performed remotely. Recognitions and Proclamations may be deferred, and agenda items will focus upon time-sensitive matters. City Council meetings may be reduced in frequency and duration.

Intergovernmental meetings necessary to address COVID-19 response and information sharing will be performed remotely. Other intergovernmental meetings and community meetings may be suspended. Board and Commission meetings may be suspended, and when scheduled, will be performed remotely.

Travel for employees and City Officials will be suspended. City celebratory functions, events, and group gatherings will be suspended or held remotely using a virtual meeting platform.

Phase Two

Except as otherwise provided below, all restrictions in Phase One will still apply.

Outdoor sport court amenities will reopen, including tennis courts, skate parks, BMX park, dog parks, outdoor courts, play structures, swing sets, water fountains, and restrooms. Outdoor park amenities will include signage reminding visitors of the need to social distance and follow CDC guidelines, and to identify that usage is at the risk of each user. The park ramadas will remain closed at this time given the tendency to draw crowds.

The City Visitor's Center will open on a limited basis taking into consideration the visiting public's needs. The guidelines as outlined in the Visitor's Center specific plan below will be followed.

Staffing required to provide service and maintenance to the limited openings referenced above will be scheduled. The return of some furloughed employees may be considered to support these services.

Custodial and sanitation services will be enhanced with respect to these limited openings. The temporary installation of additional public restrooms may be considered for strategic locations in the downtown area.

Temporary use permits will be authorized based on the level of transmission as recorded by the Coconino County Health and Human Services in the following manner:

Level of Transmission	Event Information
Substantial	• No events permitted.
Minimal to Moderate	• Events with up to 50 people that provide for clear physical distancing.
None to Minimal	• Events with up to 250 people provide COVID precautions as identified in CDC and AZDHS guidelines (see below). Ability to limit groups of 10 or more from congregating.
None/Vaccine	• Return to pre-COVID conditions.

Phase Three

Except as otherwise provided below, all restrictions in Phase One and Phase Two will still apply.

Upon the Mayor's directive and following the monitoring guidelines as set forth below, Phase Three will be implemented. Most City facilities will open to public entry and begin limited public services. Hours of operation may be curtailed and building capacities for visitors and users may be limited.

Lobbies and public areas will incorporate queuing mechanisms with tape, signage and ground markings. Common seating areas will be closed to personnel and visitors to discourage congregating and interaction. Secured doors and accesses will remain closed.

Sanitizing liquids and/or wipes will be provided throughout City facilities and increased cleanings and sanitation will be performed. When possible, protective shields will be installed at customer service counters.

Some staff occupation of City facilities will occur, with emphasis being placed upon continued working from home by those who are able to perform their job duties remotely. Because each division's business needs and physical spaces are different, the number of employees transitioning back to in-office work, which may include alternative work schedules, will be determined on a division-by-division basis. The City will notify employees when to return to work and will attempt to provide at least two weeks advance notice. Employees who are concerned about returning to work should work with their Supervisor and Human Resources.

Indoor City recreational facilities, including the Aquaplex, recreation centers, and gyms, may continue to be closed. Please see the site specific plans coming soon for the phased re-entry of these facilities.

Special events and other permits for activities on City property will be limited and/or modified to minimize gatherings to 50 people or less. Special event permits on City property for gatherings of more than 50 people will be postponed. At its discretion, the City Council may allow for special events and permits up to 250 people with adherence to CDC guidelines. (Resources: Opening Up America Again https://www.whitehouse.gov/openingamerica/ and CDC Guideline for Large Gatherings https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/mass-gatherings-ready-for-covid-19.html)

City Council meetings will occur weekly and will continue be performed remotely. Recognitions and Proclamations may be scheduled pursuant to guidance from the Mayor; agenda items and presentations will be regular in scope and consistent with the Working Calendar.

Intergovernmental meetings will continue to occur remotely. Board and Commission meetings will occur on a regular basis and be performed remotely.

Travel for employees and City Officials will avoid those jurisdictions that still have a moderate or significant transmission of COVID-19. Any work-related travel needed for critical infrastructure is exempt from these restrictions.

The public will be required to wear masks when entering City facilities per Section 10 Face Coverings of the Mayor's March 16th Proclamation. Meetings with public customers will continue to be performed remotely when applicable and in-person meetings will be minimized. City staff should remind the customer of the face coverings requirement when scheduling the meeting. If the customer does not have a mask, a mask may be provided to them by City staff. If the customer is not willing to wear a mask, a virtual meeting may be offered as an alternative. In no event shall a City employee be required to meet with a customer in-person if that customer refuses to wear a mask. The provisions herein shall not apply in all cases, including but not limited to, the provision of emergency response.

Phase Four

At the end of the pandemic situation, upon the Mayor's directive, Phase Four will be implemented.

In this phase most City facilities will return to pre-COVID-19 business hours and operations. This final phase will see the majority of City operations resume and the public will be permitted to re-enter open facilities.

The required use of PPE by City employees will be phased out in accordance with applicable CDC guidelines.

City Council, Intergovernmental and Board and Commission meetings will occur on the regular schedule. New protocols and provisions related to remote meetings and working from home may be explored on an ongoing basis in the pursuit of efficiency and productivity.

The City will continue to monitor conditions and take steps it deems necessary to mitigate the risk of COVID-19 exposure and spread within City facilities.

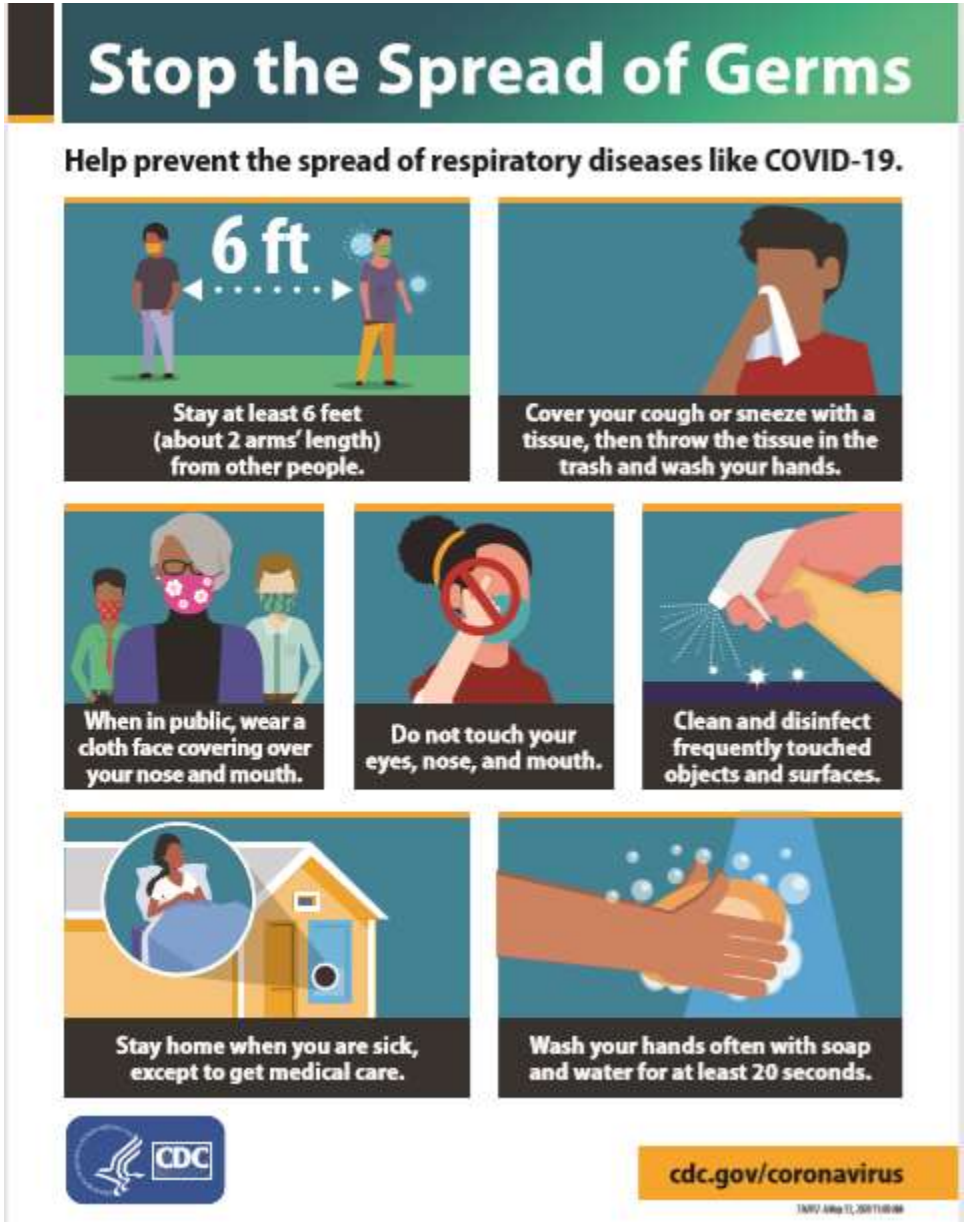
Monitoring Criteria

Downward trajectory of the number of cases, hospitalizations and deaths over four or more weeks. During this same timeframe, the community members, business owners and visiting public have demonstrated the ability to follow CDC guidelines such as physical distancing, wearing masks when in close spaces and personal hygiene to help prevent serious illness and death. Healthcare facilities must have capacity to care for those who are seriously ill and the ability to provide testing, monitoring and contact tracing.

CDC Guidelines

These guidelines should be used in the first three phases of the re-entry plan and should be posted in all City facilities in building entrances and employee areas.




Stop the Spread of Germs
Help prevent the spread of respiratory diseases like COVID-19.
6 ft
Stay at least 6 feet (about 2 arms' length) from other people.
Cover your cough or sneeze with a tissue, then throw the tissue in the trash and wash your hands.
When in public, wear a cloth face covering over your nose and mouth.
Do not touch your eyes, nose, and mouth.
Clean and disinfect frequently touched objects and surfaces.
Stay home when you are sick, except to get medical care.
Wash your hands often with soap and water for at least 20 seconds.
CDC
cdc.gov/coronavirus

Employee Safety Protocols and Resources

Common Areas & Shared Devices

- As more employees are returning to work, we discourage staff from using vending machines, push button drinking fountains, breakrooms, and other shared devices such as refrigerators and microwaves. These devices are more difficult to keep clean and avoid the spread of germs to ensure they are safe for all. We are encouraging employees to pack in and pack out all necessary food and drink without using these devices during the first three phases of this plan.

Social distancing

- COVID-19 is a respiratory virus that is mainly spread through droplets created when a person who is infected coughs, sneezes, or talks. You can protect yourself by maintaining social distance (at least 6 feet) from others.
- Staff are encouraged to continue remote meetings or phone calls with co-workers and customers as much as possible.

Wearing a mask in all public places

- Wear a mask when you are in a public area, outside of your office, in a meeting with others, in a vehicle with others, and when in contact with the public. Employees do not have to wear a mask when working alone in their office or are able to be six feet or further from one another, working in a Fire station, driving alone in a City vehicle, or outside and adhering to social distancing guidelines. Employees who are unable to wear a mask, or whose essential job duties are impeded by the wearing of a mask, should speak to their supervisor and Human Resources about available accommodations.
- Have a different mask for each day of the week. After use, place in a brown paper bag for at least 24 hours (this will allow any contaminates to die off prior to wearing again the following week).
- The City is providing staff with surgical or N-95 type masks. N-95 type masks have a higher level of protection than surgical masks, which have a higher level of protection than cloth masks.
- If you choose to wear your own cloth mask (not supplied by the City), it should be washed or decontaminated after each use.
- Wash your hands before and after putting on or taking off a mask. Don't touch your eyes.

Wearing eye protection/ face shields

- Safety glasses are provided by the City and suggested to be worn whenever you are outside of your office or in a group/public setting.
- Safety glasses should be cleaned and disinfected daily or after individual use.
- Face Shields may be provided to employees who have frequent face to face contact with the public when a protective barrier is not available. The face shields are to be worn over your safety glasses and mask.

Wearing gloves

- Disposable nitrile gloves are provided by the City and should be worn if you often have physical hand contact with the public or others, handle money, or handle equipment from the public or others during work.
- Be aware that while wearing gloves, you should not touch personal objects (pens, keyboards, etc.) or equipment prior to doffing and washing your hands as the virus could be on your gloves.
- Gloves are not recommended by the CDC if you are not in contact with the public. If you are not in contact with the public, the preferred method is washing or sanitizing your hands often. Consider having a wipe or paper towel in your hand when opening or grabbing handles in leu of wearing gloves.

Checking your temperature

- The employee is encouraged to check their temperature prior to arriving to work.
- Check your temperature if you feel any changes in your temperature or have cause for concern.
- Anyone with a temperature above 100 degrees should be sent home to self-assess.
- Please refer to the instruction sheet provided by the City to ensure you are taking your temperature accurately.

Practicing good personal hygiene

- Wash your hands often, especially after touching any frequently used item or surface like handrails, pens, or any handle.
- Use hand sanitizer if washing your hands is impractical.
- Avoid touching your face.
- Sneeze or cough with a mask on or into your elbow (if you are not wearing a mask).
- Assume everyone, including yourself, has the virus (symptomatic or not).

Disinfecting your area and equipment

- Wipe down any pens or equipment handled by others after each use.
- Disinfect your office space routinely throughout the day.
- Disinfect your keyboard, phone, coffee cup, desk, counter tops, mouse, door handle and switches before and after each day's use or as needed.
- Regularly clean personal or business cell phones based on the number of times they are being handled or used.
- Don't share laptops with others if possible.
- Wipe down your vehicle just like you would your office space.

Employee Training Resources

Proper Handwashing to Prevent Germs

Donning and Doffing Gloves

Workplace Safety Checklist

Safety measures might include:

- Implementing employee health screening procedures.
- Developing an exposure-response plan that addresses:
    - Isolation, containment and contact tracking procedures.
    - Stay-at-home requirements.
    - Exposure communications to affected staff.
- Providing personal protective equipment (PPE) such as:
    - Masks, gloves, face shields, etc.
    - Personal hand sanitizer.
- Detailing cleaning procedures and procuring ongoing supplies.
- Establishing physical distancing measures within the workplace:
    - Staggered shifts and lunch/rest breaks.
    - Rotating weeks in the office and working remotely.
    - Moving workstations to increase separation distance.
    - Implementing one-way traffic patterns throughout workplace.
- Restricting business travel:
    - Start with essential travel only and define what that is.
    - Follow government guidance to ease restrictions over time.
- Defining customer and/or visitor contact protocols such as:
    - Directing customer traffic through workplace.
    - Limiting the number of customers in any area at one time.
    - No handshake greetings, remain 6 feet apart.
    - Using video or telephone conferencing instead of in-person client meetings.
    - Providing contactless pickup and delivery of products.
- Understanding and complying with Occupational Safety and Health Administration (OSHA) record-keeping and reporting obligations:
    - Identify positions, if any, with the potential for occupational exposure to the coronavirus.
    - Review OSHA regulation 29 CFR § 1904 to determine work-relatedness of illnesses.

Exposure Procedures for Employees

When an employee reports exposure to COVID at work

- The employee will complete an Exposure Report Form and articulate how the exposure occurred at work (e.g., shook hands, spit on, in confined space together, etc.) and the Form will be sent to Risk Management.
- Risk Management will share information with HR.
- If the exposure was likely caused at work, then the City's response would depend on the extent of the exposure (e.g., not wearing PPE and they sneezed on me).
- Risk Management will evaluate the extent of the exposure to determine if testing or staying at home is appropriate. Employees may also choose to test regardless of exposure or suspected exposure.
- If the employee is recommended for testing based on extent of the exposure, the employee will be sent to the County Health Department for testing and will be reimbursed for any out-of-pocket expenses for testing.
- If it is suggested the employee remain home until testing is received based on the extent of the exposure, the employee will remain on Sick Industrial paid leave until the test results are received.

When an employee reports testing positive to COVID

- The employee will not report to work.
- The employee will contact Human Resources.
- Human Resources will notify the employee's supervisor.
- Human Resources will provide support to the Supervisor if a work group expresses concern about exposure given an employee report.
- The employee will work with their Supervisor, Risk Management and Human Resources prior to returning to work.
- The employee is eligible to use accrued leave during this time.
- If the employee has no leave available, the employee may request donated leave or leave without pay.

Site Specific Plans

The following site specific plans will be implemented in a multi-tiered approach pursuant to Phase 3 of the City's Re-entry Plan. These plans will begin to be implemented only after the City moves into Phase 3. The site specific plans may be updated as necessary to respond to business needs and environmental conditions. Facilities may move back to previous tiers in order to increase mitigation efforts to maintain safety for all patrons and staff. Any updated information will be included on the City's website under COVID-19.

Library Plans

DOWNTOWN LIBRARY

Tier 1	**Seating and Study Areas**	**Computers**	**Youth Services**	**Library Services**	**Restrooms and Drinking Fountains**
The library will admit a group of 8 patrons and 1 family for 45 minutes. There is a 15-minute break between each group for cleaning. Patrons will need to show their library card upon entry, be wearing a mask and will be encouraged	These areas will remain closed during this tier.	Patrons make an appointment for computer use. Adult computers – 7 reservations per hour, one person per pod, one on each side of the long row of computers. "Family" reservations – one per day in Youth Services. Rotate use of computers and once all are	Children's toys will not be available.	Library material stacks will remain closed during this tier. Curbside service will continue for the check-out of materials. Reference assistance is available via phone. Wi-Fi is available to individuals outside in the parking lot.	Restrooms and drinking fountains are available to those patrons admitted into the library. Cleaning will be enhanced from twice to four times per day.

to use hand sanitizer.		used then all are cleaned and sanitized.		E-Resources are available via the website or mobile app.	
Tier 2	**Seating and Study Areas**	**Computers**	**Youth Services**	**Library Services**	**Restrooms and Drinking Fountains**
The library will admit a group of 30 patrons to occupy the library at a time. Patrons will need to show their library card upon entry, be wearing a mask and will be encouraged to use hand sanitizer.	Limited seating and study areas available following physical distancing CDC guidelines.	Patrons make an appointment for computer use. Adult computers – 7 reservations per hour, one person per pod, one on each side of the long row of computers. "Family" reservations – one per day in Youth Services. Rotate use of computers and once all are used then all are cleaned and sanitized. There is a 15-mite break	Children's toys will not be available.	Library material stacks are available, and the self-serve kiosk will be available to check-out materials. Curbside service will continue for the check-out of materials. Reference assistance is available via phone. Wi-Fi is available to individuals outside in the parking lot. E-Resources are available via the website or mobile app.	Restrooms and drinking fountains are available to those patrons admitted into the library. Cleaning will be enhanced from twice to four times per day. Regularly schedule cleanings of surfaces will happen throughout the day.

		between each group for cleaning.			

Tier 3	**Seating and Study Areas**	**Computers**	**Youth Services**	**Library Services**	**Restrooms and Drinking Fountains**
The library will permit 50 patrons to occupy the library at a time. Patrons do not have to have a library card to enter the library. Patrons will be wearing a mask and are encouraged to use hand sanitizer.	Limited seating and study areas available following physical distancing CDC guidelines.	No appointments are necessary for use of computers. Computers will be limited to one hour per patron per day. Every other computer will be used to maintain physical distancing. Computers will be cleaned three times per day.	Children's toys will not be available.	Library material stacks are available. Circulation Desk, Reference Desk and Youth Services Desk are open. The self-serve kiosk will continue to be available to check out materials. Curbside service will continue for the check-out of materials. Wi-Fi is available to individuals	Restrooms and drinking fountains are available to those patrons admitted into the library. Cleaning will be enhanced from twice to four times per day.

				outside in the parking lot. E-Resources are available via the website or mobile app.	

EAST SIDE LIBRARY

Tier 1	**Seating and Study Areas**	**Computers**	**Youth Services**	**Library Services**	**Restrooms and Drinking Fountains**
The library will admit a group of 4 patrons and 1 family for 45 minutes. There is a 15-minute break between each group for cleaning. Patrons will need to show their library card upon entry, be wearing a mask and will be encouraged to use hand sanitizer.	These areas will remain closed during this tier.	Patrons make an appointment for computer use. Adult computers – 4 reservations per hour, one person per pod, one on each side of the long row of computers. "Family" reservations – one per day in the Teen Room. Rotate use of computers and once all are used then all	Children's toys will not be available.	Library material stacks will remain closed during this tier. Curbside service will continue for the check-out of materials. Reference assistance is available via phone. Wi-Fi is available to individuals outside in the parking lot. E-Resources are available	Restrooms and drinking fountains are available to those patrons admitted into the library. Cleaning will be enhanced from twice to four times per day.

		are cleaned and sanitized.		via the website or mobile app.	

Tier 2	**Seating and Study Areas**	**Computers**	**Youth Services**	**Library Services**	**Restrooms and Drinking Fountains**
The library will admit a group of 15 patrons to occupy the library at a time. Patrons will need to show their library card upon entry, be wearing a mask and will be encouraged to use hand sanitizer.	Limited seating and study areas available following physical distancing CDC guidelines.	Patrons make an appointment for computer use. Adult computers – 4 reservations per hour, one person per pod, one on each side of the long row of computers. "Family" reservations – one per day in the Teen Room. Rotate use of computers and once all are used then all are cleaned and sanitized.	Children's toys will not be available.	Library material stacks are available, and the self-serve kiosk will be available to check out materials. Curbside service will continue for the check-out of materials. Reference assistance is available via phone. Wi-Fi is available to individuals outside in the parking lot. E-Resources are available	Restrooms and drinking fountains are available to those patrons admitted into the library. Cleaning will be enhanced from twice to four times per day. Regularly schedule cleanings of surfaces will happen throughout the day.

		There is a 15-mite break between each group for cleaning.		via the website or mobile app.	

Tier 3	**Seating and Study Areas**	**Computers**	**Youth Services**	**Library Services**	**Restrooms and Drinking Fountains**
The library will permit 25 patrons to occupy the library at a time. Patrons do not have to have a library card to enter the library. Patrons will be wearing a mask and are encouraged to use hand sanitizer.	Limited seating and study areas available following physical distancing CDC guidelines.	No appointments are necessary for use of computers. Computers will be limited to one hour per patron per day. Every other computer will be used to maintain physical distancing. Computers will be cleaned three times per day.	Children's toys will not be available.	Library material stacks are available. Circulation Desk and Reference Desk are open. The self-serve kiosk will continue to be available to check out materials. Curbside service will continue for the check-out of materials. Wi-Fi is available to individuals outside in the parking lot.	Restrooms and drinking fountains are available to those patrons admitted into the library. Cleaning will be enhanced from twice to four times per day. Regularly schedule cleanings of surfaces will happen throughout the day.

				E-Resources are available via the website or mobile app.	

Recreation Facility Plans

HAL JENSEN RECREATION CENTER

Tier 1	**Front Counter & Lobby**	**Computer Room**	**Game Room**	**Gym**	**Weight Room**	**Racquetball Courts**	**Restrooms**	**Upstairs**
Facility operates at reduced hours. No morning weight room hours and no Saturday hours. Summer hours reduced to 12pm – 7pm.	Patrons check-in with front desk staff and staff signs them in and orients them to any new procedures and guidelines. Minimum equipment checkout time will be 20 minutes. Staff fills out the Equipment Checkout sheet. Balls, pool, air hockey, ping pong, and foosball equipment checked out for single person or	25-minute time slots for use. Three people maximum during any time slot. Monitors, keyboards, mouse, desk, and chairs sanitized after each use by staff. Computers are to be rotated between time slots.	Only allow every other piece of equipment to be used. Rotate the equipment midway through opening hours. Staff to sanitize equipment once it is rotated out.	Limit the number of people in the gym to 8 people (4 people on each half of the court). Non-contact activities only. Patrons are to follow physical distancing guidelines and remain a minimum of six feet apart. No sharing of balls or equipment.	Maximum capacity set at 8 people. Patrons are to follow physical distancing guidelines and remain a minimum of six feet apart. Patrons are to wipe down equipment before and after each use. No spotters allowed Staff wipes all high touch surfaces every two hours.	Single person or same household use only.	Sanitize sinks, counters, toilets, urinals, stalls, etc. hourly. Staff to wear gloves and mask while cleaning. PPE to be disposed of after use. Encourage patrons to follow CDC handwashing protocols.	Area to remain closed.

	same household use only. No board games checked out at this time. Patrons encouraged to bring their own balls. Equipment sanitized after each use.							

Tier 2	**Front Counter & Lobby**	**Computer Room**	**Game Room**	**Gym**	**Weight Room**	**Racquetball Courts**	**Restrooms**	**Upstairs**
Facility increases operating summer hours to 10am – 7pm. The facility remains closed on Saturdays.	Patrons sign in themselves utilizing "Clean / Dirty" pen system. Minimum equipment checkout remains at 20 minutes. Patrons sign out equipment themselves. Equipment is checked out for shared use. However,	Remains the same as in Tier 1.	All equipment open for use. Establish a maximum capacity for the game room in accordance to the current CDC physical distancing guidelines.	Small group games permitted. For basketball, no more than 3-on-3 half court or 4-on-4 full court will be permitted. Physical contact should be minimized.	Establish a maximum capacity for the weight room in accordance to the current CDC physical distancing guidelines. Patrons are to wipe down equipment before and after each use. Staff sanitizes all high touch	Equipment is checked out for shared use. However, physical contact should remain minimal.	Remains the same as in Tier 1.	Contracted instructors can resume classes with appropriate physical distancing measures in place. Facility rentals are not available at this time.

	physical contact should remain minimal. Board games can be checked out. Equipment sanitized after each use.				areas at the end of each night.			

SILER HOMES ACTIVITY CENTER

Tier 1	**Front Counter & Lobby**	**Ping Pong Room**	**Game Room**	**Outdoor Space**	**Restrooms**
Facility operates at reduced hours by remaining closed on Saturdays and Sundays. Summer hours are 1pm – 7pm.	Patrons check-in with front desk staff and staff signs them in and orients them to any new procedures and guidelines. Minimum equipment checkout time is 20 minutes. Staff fills out the Equipment Checkout sheet. Balls for single person or same household use only. No board games checked out at this time. Patrons encouraged to bring their own balls.	25-minute time slots for use. Two people maximum during any time slot. Equipment sanitized after each use by staff.	Staff runs organized activities. No sharing of equipment. Physical distancing guidelines adhered to.	Staff organizes non-contact activities only. Patrons are to follow physical distancing guidelines and remain a minimum of six feet apart. No sharing of balls or equipment.	Sanitize sinks, counters, toilets, urinals, stalls, etc. hourly. Staff to wear gloves and mask while cleaning. PPE to be disposed of after use. Encourage patrons to follow CDC handwashing protocols.

	Equipment sanitized after each use.				

Tier 2	**Front Counter & Lobby**	**Ping Pong Room**	**Game Room**	**Outdoor Space**	**Restrooms**
Facility increases operating summer hours by adding partial Saturday hours from 12pm – 4pm.	Patrons sign in themselves utilizing "Clean / Dirty" pen system. Minimum equipment checkout remains at 20 minutes. Patrons sign out equipment themselves. Equipment is checked out for shared use. However, physical contact should remain minimal. Board games can be checked out. Equipment sanitized after each use.	Remains the same as in Tier 1.	All equipment open for use. Establish a maximum capacity for the game room in accordance to the current CDC physical distancing guidelines.	Small group games permitted. Physical contact should be minimized.	Remains the same as in Tier 1.

JAY LIVELY ACTIVITY CENTER

Tier 1	**Ice**	**Private Facility Rental**	**Locker Room**	**Bleachers**	**Vending Machine**	**Drinking Fountain**	**Restrooms**
Facility is open to limited occupancy of not more than 20 people. Protective guards and markings on the floor for physical distancing	No Public Skate at this time. Adult Skate and Stick & Puck Session are available. Half an hour in between to	Limited to not more than 20 participants. No birthday party reservations. This area will remain locked.	Remain closed in this Tier.	Remain closed in this Tier.	Covered and unavailable.	Signage will be posted as not available unless using a bottle and no-touch system.	Limited to 2 people at a time and every other bathroom stall will be closed.

added at cashier and skate rental counters.	clean and disinfect.	Half an hour in between to clean and disinfect.					

Tier 2	**Ice**	**Private Facility Rental**	**Locker Room**	**Bleachers**	**Vending Machine**	**Drinking Fountain**	**Restrooms**
Facility is open to limited occupancy of not more than 40 people.	No Public Skate at this time. Adult Skate and Stick & Puck Session are available. Half an hour in between to clean and disinfect.	Limited to not more than 40 participants. No birthday party reservations. This area will remain locked. Half an hour in between to clean and disinfect.	Open and limited to 10 participants at a time. Shower/bathroom area will be limited to 2 participants.	Available and marked for physical distancing. Small bleachers will remain closed.	Available for use and staff will be disinfecting frequently.	Signage will be posted as available with increased disinfecting schedules.	Limited to 4 people at a time and every other bathroom stall will be closed.

Tier 3	**Ice**	**Private Facility Rental**	**Locker Room**	**Bleachers**	**Vending Machine**	**Drinking Fountain**	**Restrooms**
Facility is open to limited occupancy of not more than 75 people or group size recommended by CDC.	Limited public skate to not more than 75 people. Staff will monitor entrances and exits. Adult Skate, Stick & Puck Session and Open Hockey	Limited to not more than 75 participants. No birthday party reservations. This area will remain locked. Fifteen minutes in between to	Open and limited to 20 participants at a time. Shower/bathroom area will be limited to 4 participants.	Available and marked for physical distancing. Small bleachers will remain closed.	Available for use and staff will be disinfecting frequently.	Signage will be posted as available with increased disinfecting schedules.	No limitations and all stalls will be open for use.

	Session are available. Fifteen minutes in between to clean and disinfect.	clean and disinfect.					

Tier 4	**Ice**	**Private Facility Rental**	**Locker Room**	**Bleachers**	**Vending Machine**	**Drinking Fountain**	**Restrooms**
Facility is open to limited occupancy of not more than 600 people or group size recommended by CDC.	Limited public skate to not more than 400 people. Staff will monitor entrances and exits. Schedule will return to pre-COVID operations. No restrictions for Adult Skate, Stick & Puck Session and Open Hockey Session. Fifteen minutes in between to clean and disinfect.	Return to pre-COVID operations. Birthday party reservations will become available although may be limited for capacity. Fifteen minutes in between to clean and disinfect.	No restrictions.	Available and marked for physical distancing. Small bleachers will be available.	No restrictions.	No restrictions.	No restrictions.

JOE C. MONTOYA COMMUNITY AND SENIOR CENTER

Limited opening plan	Lobby	Activity Rooms	Weight Room	Meal Program	Drinking Fountain	Restrooms
7:00 a.m. – 1:00 p.m. One staff greeting customers, pointing out posted rules for entry and establishing patron's purpose for being there. One staff at the front counter providing excellent customer service and supervising the lobby and front of facility including restrooms. Rules and guidelines posted throughout facility. Patrons may enter through front door only. They may exit through either door.	One public access computer shall remain available for use in 30-minute increments. After each user, staff shall and clean and sanitize computer and workspace for next patron's use. T.V. area, library and hanging out in the lobby will be curtailed during this Tier.	Limited to not more than six participants. Strict distancing will be maintained. Instructor will clean tables and chairs used during activity or class. Staff will clean and sanitize room between user groups.	One staff supervising the weight room ensuring that distancing is maintained, and that equipment is being cleaned and sanitized between users. Available by appointment only. 45-minute timeslots starting at the top of every hour. Patrons will be required to distance themselves from each other while working out, 6-person max. Patrons will be asked to wipe down anything they touch.	Remains closed until further notice. Drive through lunch pickup is available.	Only a bottle filling station will be available for use.	Limited to two people at a time. Only one sink and handicap stall shall be available for use. A cleaning log will be clearly displayed showing staff initialed hourly cleanings.

ATHLETICS – ADULT SOFTBALL

Limited opening plan	Players	Spectators	Equipment	Dug Out	Bleachers	Field	Drinking Fountain	Restrooms
MONDAY – FRIDAY, 6:00 – 10:30 P.M. SATURDAY, NO LEAGUES OFFERED SUNDAY, 5:00 – 9:30 P.M. Signage should be posted in high visible areas throughout the facility about social distancing and washing hands. Staff training on Social Distancing and Extensive Cleaning procedures need to take place prior to opening. Staff should be able to articulate our cleaning and disinfecting procedures, social distancing measures, and any other procedures that we are doing	No players should arrive for play if they are sick or have been potentially exposed to COVID-19. No tournaments will be scheduled at this time.	Will be required to bring their own seating and adhere to physical distancing protocols.	Furnish two new game balls per game, one for each team. Require teams to provide their own back up balls when the game ball goes out of play. This will keep ball contacts to one team. The team in the field brings the game ball on the field with them and the fielding team is the only ones to make contact with that ball. Umpires shall not touch the game balls. Game balls are placed in a bin after each game. Staff collects balls from the bin	Limit of three people in the dugout at one time. Everyone else is to be outside of the dugout and physically distanced at six or more feet.	Spectator bleachers could be reserved for teams to sit and provide markings for adequate distancing. Establish a cleaning schedule for the bleachers	Touchless sanitizer station will be available at each field. Normal positioning in softball meets the social distancing recommendation. Once a player reaches base safely, the fielder shall remain at least 6 feet from the base runner. Umpires will position themselves six feet away from the batter and catcher while maintaining an appropriate angle to make calls on balls and strikes as well as illegal pitches.	Remains closed.	Restrooms will be open. Restrooms will be thoroughly cleaned and disinfected each day prior to the facility opening.

to keep the public safe			at the end of the night and disinfects them prior to ending their shift.					

Tiered plans for other Athletics programs are as follows:

Tier 1	**Softball**	**Volleyball**	**Hockey (dependent on Jay Lively reopening Tier)**	**Basketball**	**Field Allocations**
Outdoor league play can begin as well as beginner's hockey. Bleachers, dugouts, and restrooms to be sanitized daily. Registration for Fall adult leagues can begin. Facility request to FUSD input along with COVID-19 reopening plans.	Game play begins. Each team furnished their own game ball and two backup balls. All game balls returned at the end of each game to be sanitized. NO sharing of game balls between teams. Officials do not touch balls. Limit of three people in the dugout at one time. Spectator bleachers reserved for players. Six feet markers on bleachers to promote Social Distancing. Umpire will position themselves six feet away from the batter and catcher while maintain proper angles to make calls. No hand slaps ("High Fives") after games. Sportsmanship should be displayed in a touchless manner. Sharing of sports equipment heavily discouraged.	Registration for Fall Adult Volleyball begins.	Adult Beginner Hockey begins. Dryland sessions recommend at the start of each session. Individual drills with appropriate Social Distancing for the first two sessions when on ice. Small sided on ice non-contact games permitted during weeks three and four. Group size should be limited to 4vs4 on each half of the ice. Limited contact full scrimmage games to be considered also. Sharing of sports equipment heavily discouraged.	N/A during this Tier.	Local user groups permitted field use. User groups must submit their Return to Play Guidelines including their Social Distancing protocols. Outdoor sports camps permitted with a maximum capacity of 30 participants per field. Tournaments not permitted at this time.

	Concessions allowed with appropriate safety measures in place. Spectators discouraged from attending games. Must bring their own seating if they do attend.		Bench area and equipment sanitized after each session. Registration for Winter Adult Coed Hockey begins.		

Tier 2	**Softball**	**Volleyball**	**Hockey (dependent on Jay Lively reopening Tier)**	**Basketball**	**Field Allocations**
Indoor league play can begin.	Tier 1 protocols remain in effect until the end of the softball season.	Game play begins. Doubleheaders scheduled with no game breaks in order to not exceed mass gathering limits. Teams will not switch sides after each set. Clean game ball for each match. Balls sanitized after each match. No hand slaps ("High Fives") after games. Sportsmanship should be displayed in a touchless manner.	Game play begins. Face mask or face shields are required per Section 10 of the March 16th Mayor's Proclamation. Each team assigned a locker room. Social Distancing markers are placed on locker room benches. Sharing of sports equipment heavily discouraged. Bench area and equipment sanitize after each session.	Registration for 1st Session Adult Basketball begins.	Tournaments permitted. All CDC guidelines and recommendations should be followed by tournaments for players, coaches, and spectators. Tournament directors required to submit their Return to Play Guidelines including their physical distancing protocols.

		Spectators discouraged from attending games. Must bring their own seating if they do attend.			

AQUAPLEX

Tier 1	**Front Desk**	**Lobby Area & Vending Machine Area**	**Gymnasium**	**Fitness Floor**	**Aerobic Room**	**Community Room & Party Room**	**Pool, Hot Tub & Slides**	**Restrooms, Cabanas & Locker Rooms**
10:00 a.m. – 6:00 p.m. During this Tier, the Aquaplex may open to members only at least in the beginning. Open areas of the facility will have limited use with a potential reservation process if needed. Entire facility will close for cleaning after each hour of use for 30 minutes. The Kids Club and Game Area will remain closed during this Tier. There will be symptom screening and hand washing	Protective barrier is added to desk. Floor decals will be added to indicate physical distancing while in line. Customers will be prompted to swipe their own debit/credit card. Customers will enter using closest turn style and exit using furthest turn style. Guests will bring own lock.	Both areas will remain closed during this Tier. Water fountain will be closed. Patrons are encouraged to bring water with them.	Team activities will be suspended during this Tier. Single player use is permitted, and players must remain 6 feet apart. Gym rentals will be suspended during this Tier. Equipment will be disinfected before/after each use. Water bottle fill station will be available.	Patrons will check in at desk to receive new protocols. Limited occupancy. Reservations may be necessary depending on capacity. One piece of equipment will be closed to permit 6 feet between each piece of equipment. This will rotate each week/month. Equipment must be wiped down	Limited occupancy. Require wipe downs of equipment before and after each use. The climbing wall will remain closed during this Tier.	Both will remain closed during this Tier.	All will remain closed during this Tier.	Lobby restrooms will be cleaned and disinfected at the top of every hour. Cabanas and Locker Rooms will remain closed during this Tier.

for staff at the beginning of each shift. When staff are cleaning and disinfecting, they will wear masks and gloves.	Games will not be available. Guests will apply their own wristband. There will be no courtesy guest phone available. Staff will clean and disinfect this area every hour and at each shift change.			before and after use. Shared equipment like mats, foam rollers, stretch bands, etc. will not be available for use. Patrons will be encouraged to bring their own. Water bottle fill station will be available. Restrooms will be open and cleaned once per 30 min closure.				

Tier 2	**Front Desk**	**Lobby Area & Vending Machine Area**	**Gymnasium**	**Fitness Floor**	**Aerobic Room & Climbing Wall**	**Community Room & Party Room**	**Pool, Hot Tub & Slides**	**Restrooms, Cabanas & Locker Rooms**
7:00 a.m. – 7:00 p.m. The Aquaplex will be open to the public. The Kids Club and Game Area will remain closed during this Tier.	Same as Tier 1.	Same as Tier 1.	Same as Tier 1.	Same as Tier 1.	The climbing wall will open during this Tier with limited occupancy. Require wipe downs of equipment before and	The Party Room will remain closed during this Tier. Capacity will be limited to A&B combined to No table &	Slides will remain closed during this Tier. Adult Fitness programming only at this time.	Cabanas and locker rooms will open during this Tier. Restrooms, cabanas and locker rooms will be cleaned and

When staff are cleaning and disinfecting, they will wear masks and gloves.					after each use. 6 feet physical distancing will be required of all guests.	chair set up (Standing Room ONLY) = 100 guests; Theatre Style = 70 guests; Banquet Style = 40 guests; Classroom Style = 30 guests; U-Shaped Style = 30 guests. Capacity will be limited to single use in A or B to No table & chair set up (Standing Room ONLY) = 50 guests; Theatre Style = 35 guests; Banquet Style = 20 guests; Classroom Style = 15 guests; U-Shaped Style = 15 guests. Guests will remove personal items, decorations and food at	Hours of operation 7:00 to 10:00 a.m. & 4:00 to 6:45 p.m. Lap lanes will be available for one guest per lane. Pool capacity will be not more than 10 patrons. Hot Tub capacity is limited to not more than 3 patrons. 6 feet physical distancing will be required of all guests. Staff will clean and disinfect handrails every hour.	disinfected at the top of every hour.

						the end of the event. One to one and half hours in between reservations for staff to clean and disinfect the area.		

Tier 3	**Front Desk**	**Lobby Area & Vending Machine Area**	**Gymnasium**	**Fitness Floor**	**Aerobic Room & Climbing Wall**	**Community Room & Party Room**	**Pool, Hot Tub & Slides**	**Restrooms, Cabanas & Locker Rooms**
6:00 a.m. – 8:00 p.m. The Kids Club and Game Area will remain closed during this Tier. When staff are cleaning and disinfecting, they will wear masks and gloves.	Same as Tier 1.	Vending Machine area will open during this Tier. Tables, soft chairs and couches will be separated by 6 feet. The number of chairs at each table will be reduced from 4 to 2. Staff will clean both areas at the top of every hour and again between	Team activities will start to be reintroduced. Single player use is encouraged, and players must remain 6 feet apart. Gym rentals will be limited.	Patrons will check in at desk to receive new protocols. Limited occupancy.	Same as Tier 2.	Party Room will be limited to 18 guests. Capacity will be limited to A&B combined to No table & chair set up (Standing Room ONLY) = 100 guests; Theatre Style = 70 guests; Banquet Style = 40 guests; Classroom Style = 30 guests; U-Shaped Style = 30 guests.	Slides and open swim will open for limited hours. Private swim lessoned will be offered. Hours of operation 6:00 to 10:00 a.m. & 3:00 to 7:45 p.m. Lap lanes will be available for one guest per lane.	Cabanas and locker rooms will be open and will be cleaned and disinfected at the top of every hour.

		guest use when possible.				Capacity will be limited to single use in A or B to No table & chair set up (Standing Room ONLY) = 50 guests; Theatre Style = 35 guests; Banquet Style = 20 guests; Classroom Style = 15 guests; U-Shaped Style = 15 guests. Guests will remove personal items, decorations and food at the end of the event. Time between rentals will allow staff to clean.	Pool capacity will be not more than 125 patrons. Hot Tub capacity is limited to not more than 6 patrons. 6 feet physical distancing will be required of all guests. Staff will clean and disinfect handrails and other frequently touched surfaces every hour.	


Re-Entry Plan
& Monitoring
Criteria
CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882
TEAM FLAGSTAFF
WE MAKE THE
CITY BETTER

Agenda

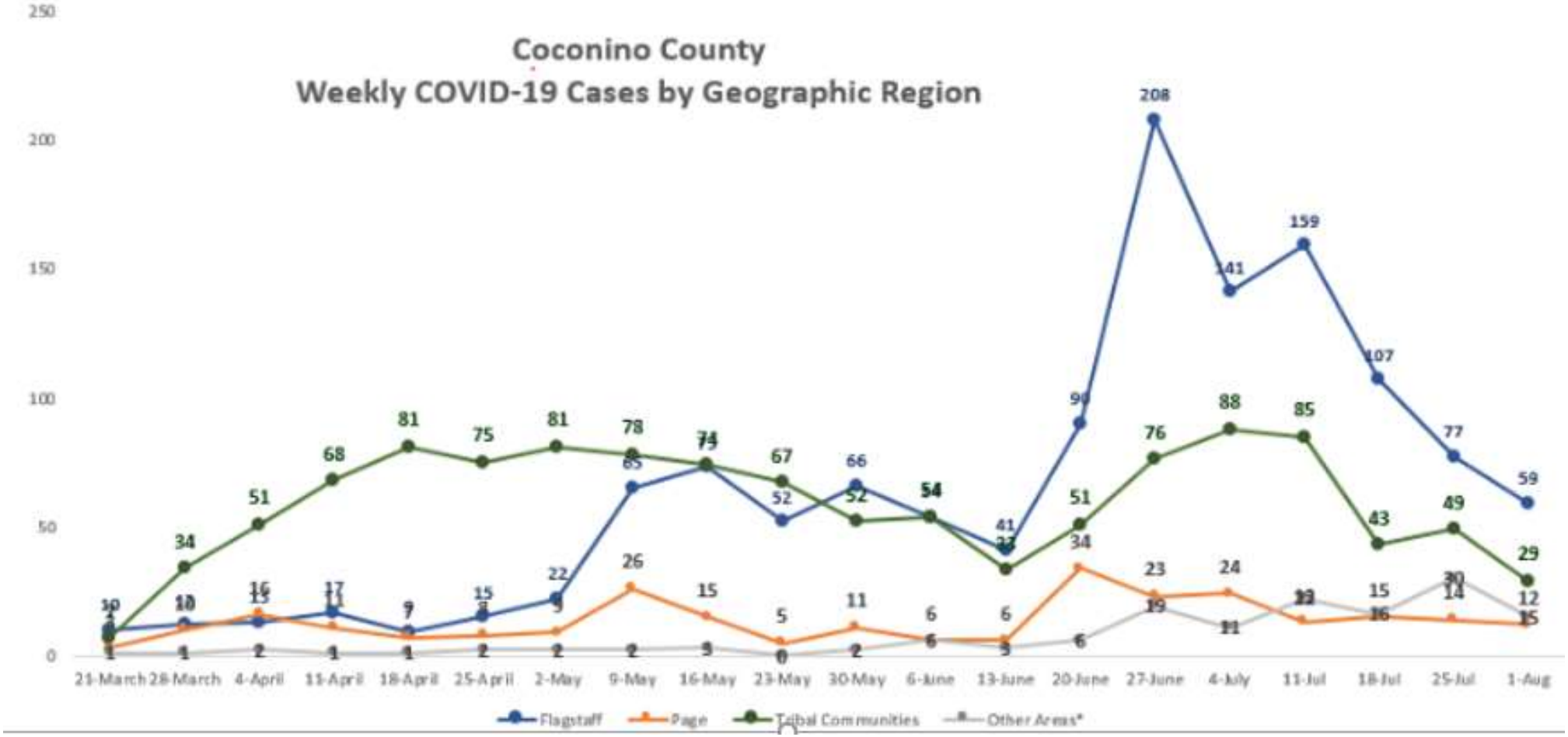
- Data
  - Coconino County Health and Human Services (CCHHS) dashboard
  - Northern Arizona Healthcare (NAH) hospital census
- Monitoring criteria
- Re-Entry Plan phases
- Site Specific Plans

CCHHS & NAH Data



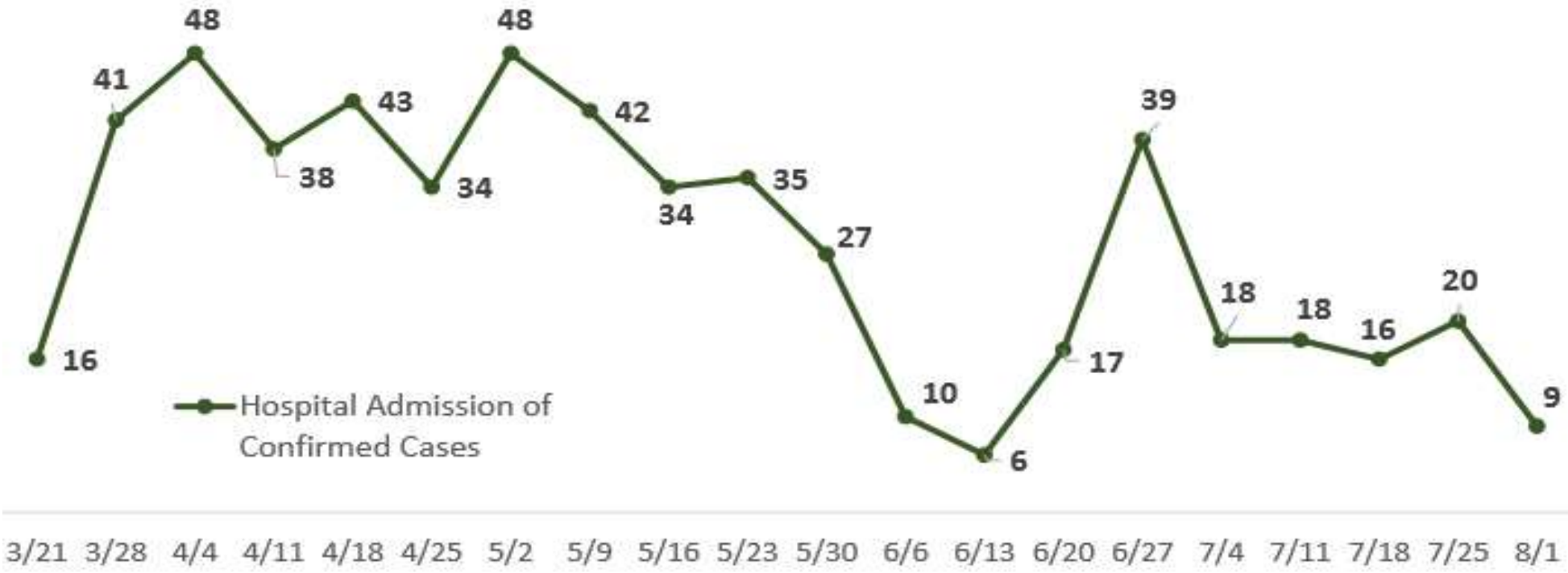


COVID-19 Cases



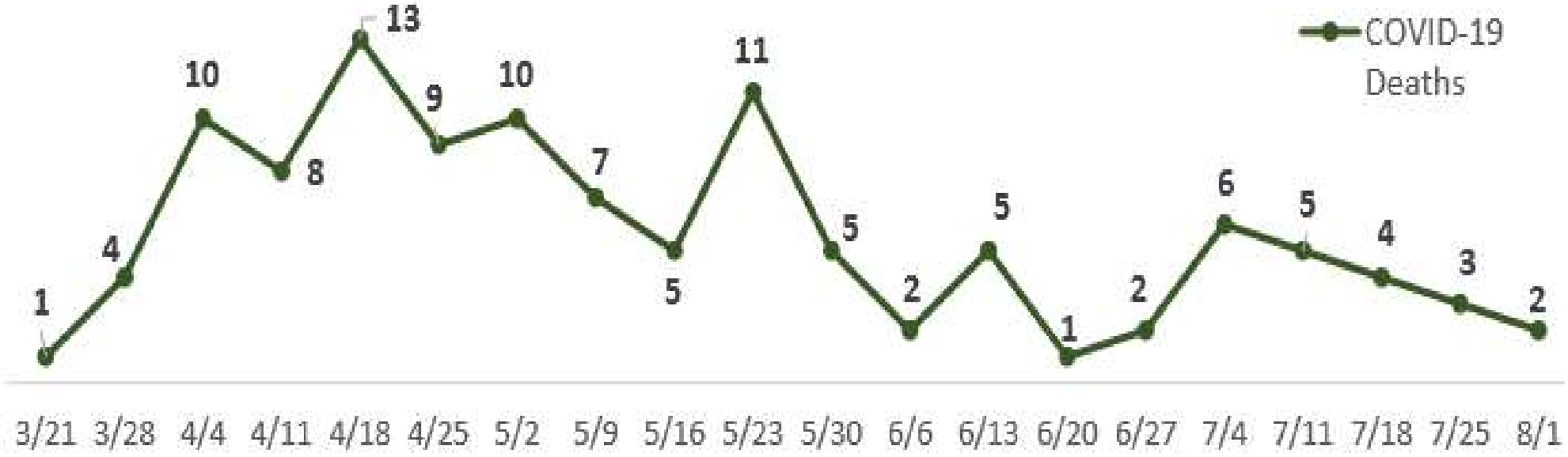
Hospital Admissions

Weekly Case Counts Among Coconino County Residents:

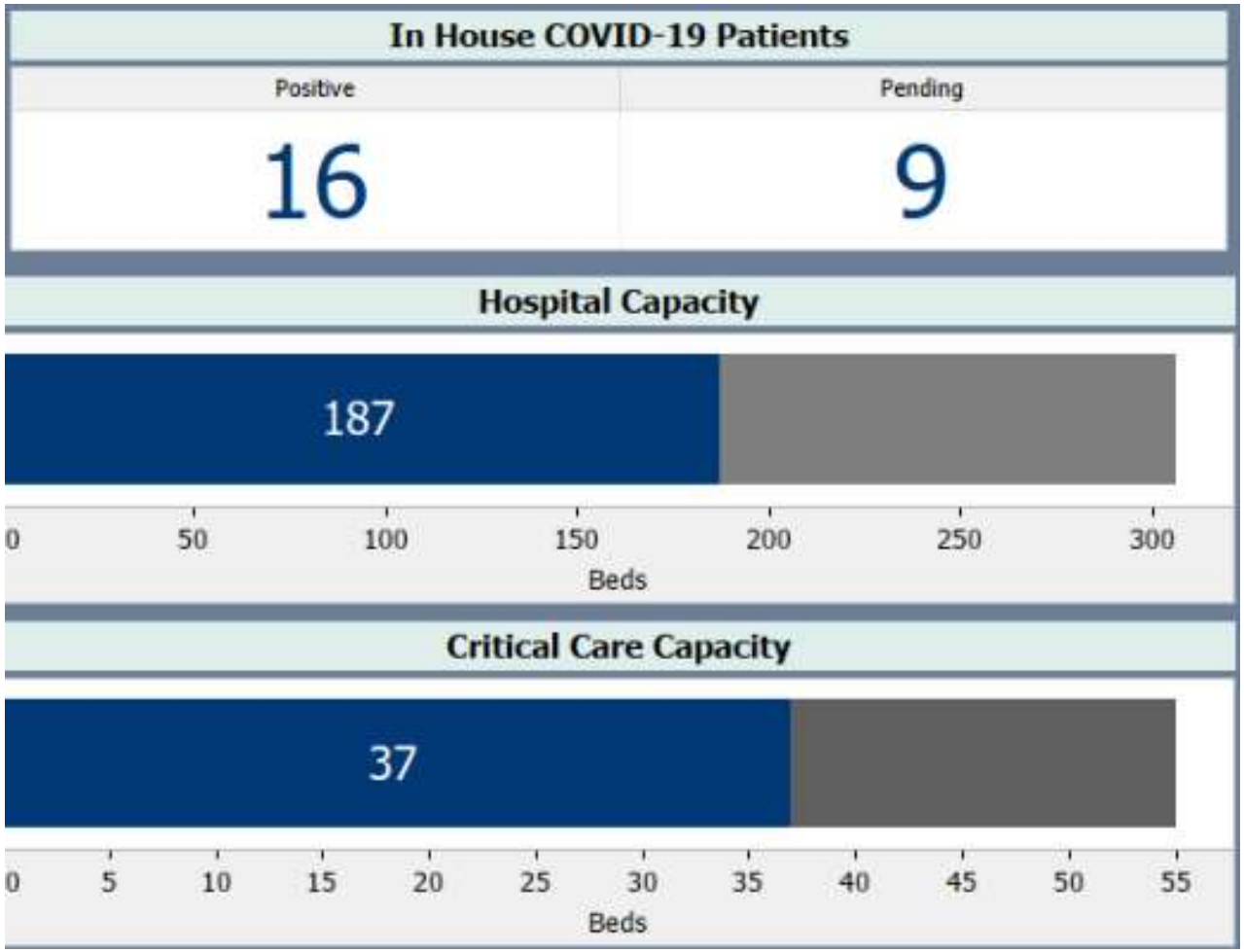


COVID-19 Related Deaths

Weekly COVID-19 Deaths Among Coconino County Residents:



Hospital Census



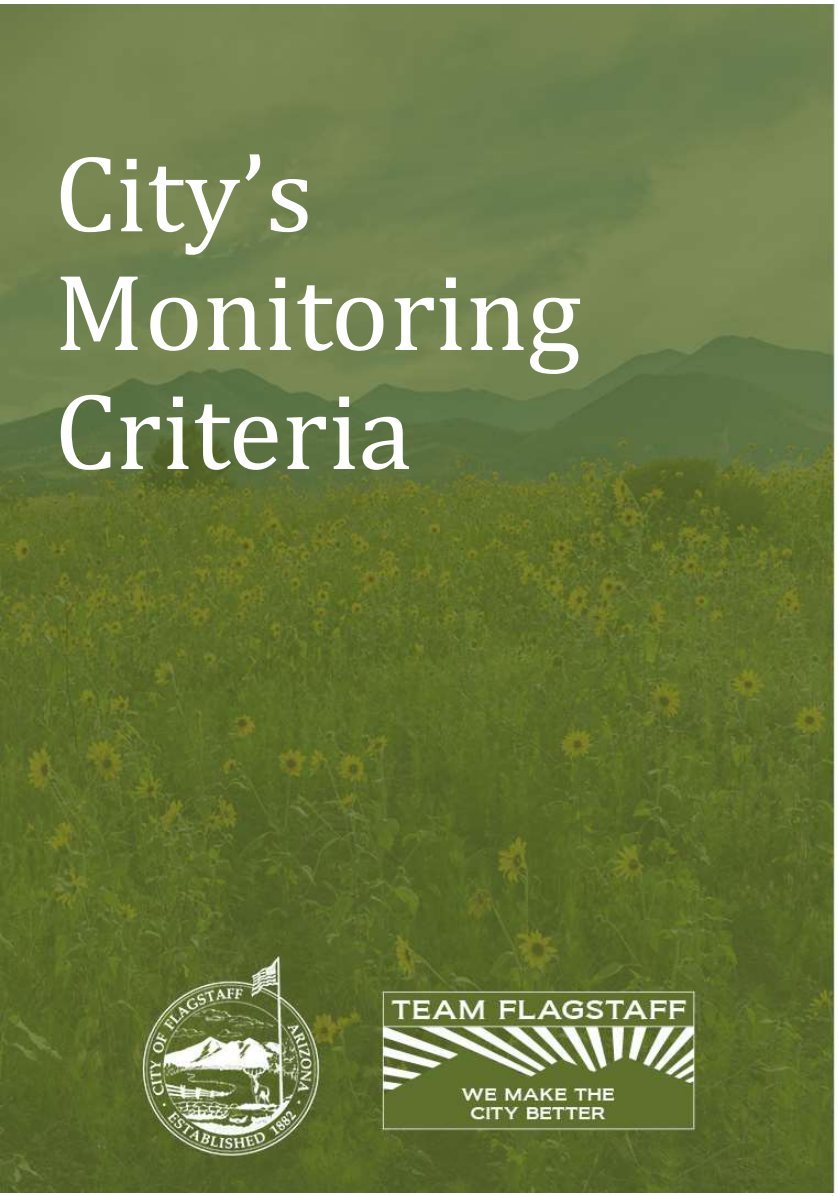
Data as of
August 6, 2020

Monitoring Criteria





City's Monitoring Criteria



- Downward trajectory over four or more weeks
- Demonstrated ability to follow CDC guidelines
- Healthcare facility capacity for seriously ill
- Ability to provide testing, monitoring and contact tracing

Monitoring Criteria

- Number of cases, hospitalizations and deaths have been on a downward trajectory for the past five weeks
  - Number of cases saw an uptick for one week on July 11th
  - Hospital admissions also saw a one week increase on July 25th
  - COVID related deaths have been on a steady decline for 5 weeks
- NAH census shows capacity to care for seriously ill
- CCHHS demonstrated ability to test, monitor and contact trace
- Mixed results on following CDC guidelines

Re-Entry Plan Phases

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Phase II

- City operations and meetings function remotely
- Majority of City facilities closed to public
- Essential services are performed in-person and on-site
- Special events and permits are limited
- Most outdoor park and court amenities are open
- Visitor's Center is open on limited basis
- Travel and group gatherings are suspended or held remotely

Phase III

- Most City facilities will be open to public with limited services
- City meetings will continue remotely
- Seating areas will be closed to discourage congregating
- Protective measures in place
- Continued emphasis on working remotely
- Indoor recreation facilities may begin staged opening
- Special events and permits are less limited
- Limited travel

Site Specific Plans for Recreation





AZDHS Requirements

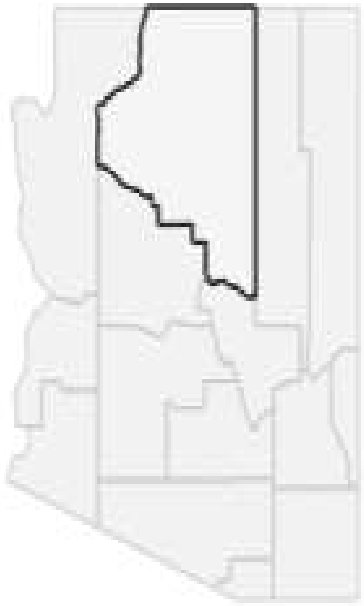
- Indoor gyms and fitness centers
  - Implementation of mitigation strategies
  - Completed attestation
  - Level of transmission in Coconino County per AZDHS dashboard

Indoor Gyms and Fitness Centers

Community Spread Level	Occupancy	Hand Hygiene & Respiratory Etiquette	Enhanced Cleaning	Proper Ventilation	Symptom Screening	Physical Distancing (6 feet)	Masks	Communal Spaces Closed
Minimal	50% until < 3% positivity.	x	x	x	x	x	x	x
Moderate	25%	x	x	x	x	x	x	x
Substantial	Closed	N/A	N/A	N/A	N/A	N/A	N/A	N/A

AZDHS Dashboard

Select a county to filter the data.



What is this dashboard?

ADHS Business Operations Dashboard
This dashboard is used to determine the level of community spread of COVID-19 in Arizona to provide information about business operations and allowed occupancy.

Time Frame
This dashboard does not look at the past two weeks due to potential lags in data.

Hover over the icon to get more information on the data in this dashboard.

All three metrics must be met for two consecutive weeks:

Substantial Transmission
>=100 cases per 100k, >=10% percent positivity, >=10% COVID-like illness

Moderate Transmission
10 - 99 cases per 100k, 5 - 10% percent positivity, 5 - 10% COVID-like illness

Minimal Transmission
<10 cases per 100k, <5% percent positivity, <5% COVID-like illness

Community Spread

Minimal Community Spread: Evidence of isolated cases or limited community transmission, case investigations underway; no evidence of exposure in large communal setting.

Moderate Community Spread: Sustained transmission with high likelihood or confirmed exposure within communal settings and potential for rapid increase in cases.

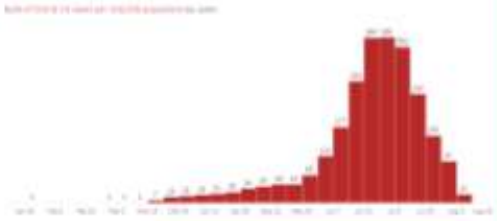
Substantial Community Spread: Large scale, controlled community transmission, including communal settings (e.g., schools, workplaces).

Benchmarks	Minimal	Moderate	Substantial
Cases	<10 cases/100,000	10-100 cases/100,000	>100 cases/100,000
Percent Positivity	<5%	5-10%	≥10%
Covid Like Illness	<5%	5-10%	>10%

Understanding the Benchmarks

Cases

Benchmark: Two weeks below 100 cases per 100,000



Data Source: ADHS MEDSIS Confirmed and Probable Cases

Available by: County

Percent Positivity

Benchmark: Two weeks with percent positivity below 10%



Data Source: ADHS Electronic Laboratory Data

Available by: County

COVID-like Illness

Benchmark: Two weeks with hospital visits due to COVID-like illness below 10%

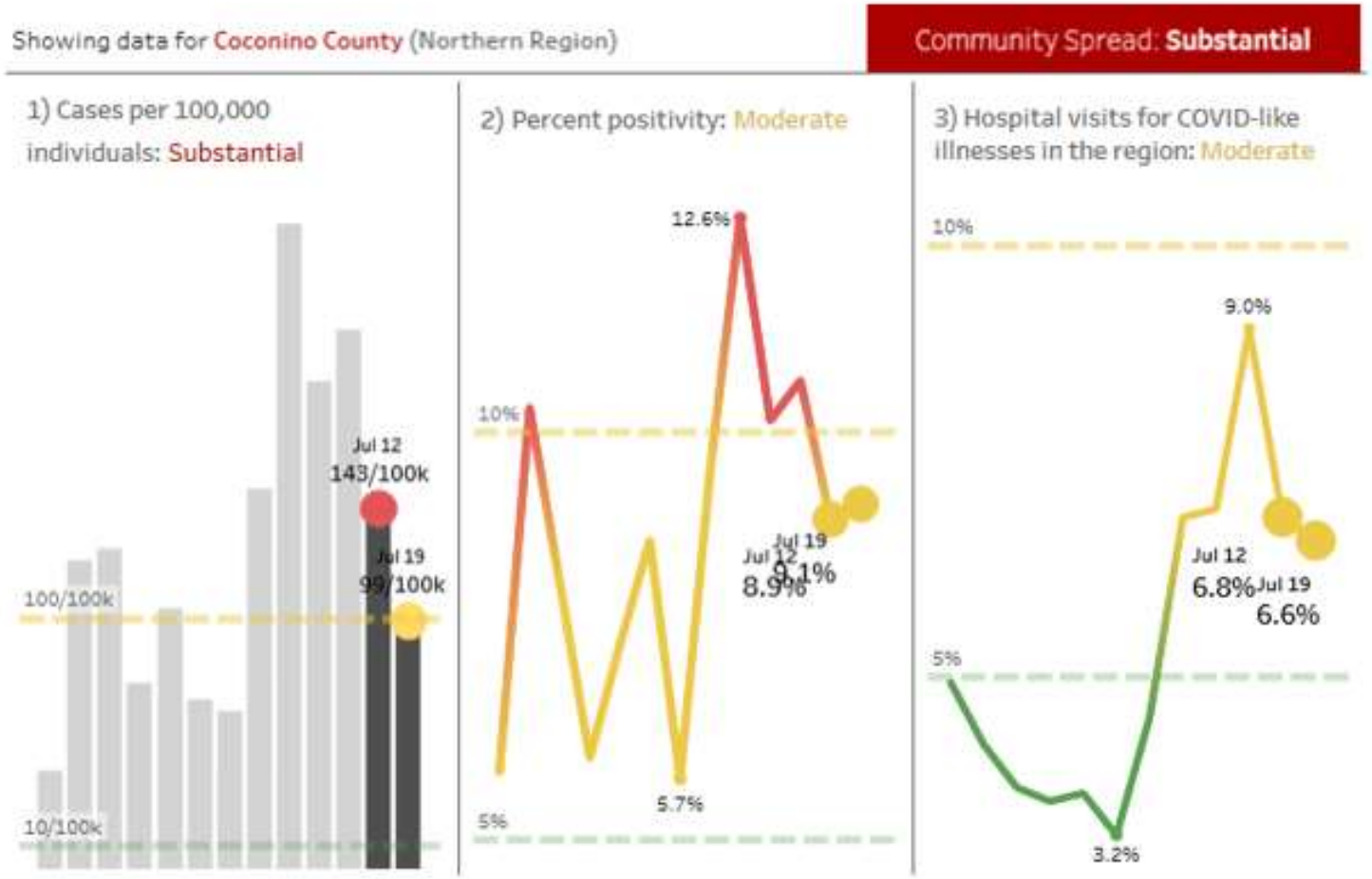


Data Source: BioSense Syndromic Surveillance Platform

Available by: BioSense Region

- **Northern:** Apache, Coconino, Navajo, Yavapai Counties
- **Central:** Gila, Maricopa, Pinal Counties
- **Southeastern:** Cochise, Graham, Greenlee, Pima, Santa Cruz Counties
- **Western:** La Paz, Mohave, Yuma Counties

Coconino County Dashboard



Council Discussion

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER