

CONTRACT FOR PROFESSIONAL SERVICES

Contract No. 2022-134

This Contract is entered into this _____ day of _____, 2022 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("Owner"), and Cascadia Partners, LLC, an Oregon Limited Liability Company ("Consultant").

WHEREAS, the City desires to receive and the Consultant is able to provide professional planning services for projects identified by the Community Development Division;

NOW, THEREFORE, in consideration for the mutual promises contained herein the City and the Consultant ("the Parties") agree as follows:

SERVICES

1. Scope of Work: The Consultant shall provide professional planning services generally described as:

Scenario Planning and Associated Public Participation for the Regional Plan Update

as more specifically described in the Scope of Work attached hereto as Exhibit A. The proposed schedule is set forth in Exhibit A-1 and may be modified by mutual agreement of the City Representative and Consultant.

2. Standard Terms and Conditions: The City's Standard Terms and Conditions for Services attached hereto as Exhibit B apply to the performance of this Contract.
3. Key Personnel/Subcontractors: Consultant was selected for its special knowledge, skills and expertise and shall not subcontract work in whole or in part with the City's advance written consent. The contact information for Consultant's Key Personnel and subcontractors (if any) shall be provided to the City. Key Personnel are those whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services are identified in Exhibit A-2. The City Representative has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

4. City Representative: The City Representative is Sara Dechter, Comprehensive and Neighborhood Planning Manager or her designee. All communications with the City shall be through the City Representative. The City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Procurement Specialist.
5. City Cooperation: The City will cooperate with the Consultant by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for the Consultant's performance of this Contract.

CONTRACT TERM

6. Contract Term: The Contract term is for a period of two (2) years, commencing upon issuance of the Notice to Proceed in October 2022.
7. Renewal: This Contract may be renewed or extended for up to two (2) additional one (1)-year terms by mutual written consent of the parties. The City Manager may designate this authority to the Purchasing Director.
8. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions
City of Flagstaff

attached as Exhibit B.

9. Availability of Funds: The City may terminate all or a portion of the Contract immediately, without prior notice and/or penalty, if there is no funding for the services due to budget constraints and non-appropriation of funds for the following fiscal year.

PAYMENT

10. Compensation: In consideration for the Consultant's satisfactory performance, the City shall pay the Consultant in an amount not to exceed Two Hundred Eighty-Four Thousand Nine Hundred Sixty-Five dollars (\$284,965.00), as described in Exhibit A-1. Consultant shall invoice City upon completion of each Task, in an amount not to exceed the Total Cost of the Task as listed. If Consultant is able to complete a Task at a lesser cost or with fewer hours than estimated, Consultant will invoice City for the actual lesser cost of the Task. Any price adjustment must be approved in writing and approved by both the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the Contract price is less than \$50,000; otherwise, the approval of City Council is required.

INSURANCE

11. Insurance: Throughout the term of this Contract, the Consultant shall maintain insurance in compliance with the City Standard Insurance Requirements set forth in the attached Exhibit C.

NOTICE

12. Notice: Any notice concerning this Contract shall be sent by certified mail and email to the persons listed below or such other person as the party may designate in writing, as follows:

CITY:

Emily Markel
Procurement Specialist
City of Flagstaff
211 West Aspen Avenue Flagstaff, AZ 86001
EMarkel@flagstaffaz.gov

WITH A COPY TO:

Sara Dechter
Comprehensive and Neighborhood Planning Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
sdechter@flagstaffaz.gov

CONSULTANT:

Alex Steinberger, Managing Partner
1022 NW Marshall Street, Suite 380
Portland, OR 97209
steiny@cascadia-partners.com

WITH A COPY TO:

MISCELLANEOUS

13. Successors and Assigns: Consultant was selected for its special knowledge, skills and expertise, and shall not assign this Contract, in whole or in part, without the City's prior written approval. Likewise, Consultant shall not delegate any duty required by the Contract without prior written approval of the City.

14. 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.

15. Execution: This Contract is effective the date upon final signature of both parties.

CONSULTANT

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

EXHIBIT A
SCOPE OF WORK

Cascadia Partners' Scenario Planning and Associated Public Participation for the Regional Plan Update - Scope of Work

Draft 9/15/2022

TASK 1: PROJECT START UP

Description: The purpose of Task 1 is to finalize the scope of work, develop an engagement plan, and allow the Consultant Team to understand past planning efforts through background document review.

- **Task 1.1 - Kick-Off Meeting:** Once under contract, Cascadia Partners (CP) and subconsultants (the Consultant Team) will schedule a consultant/client kick-of meeting with City and County staff (the Admin Team) to establish roles and responsibilities, finalize the schedule of deliverables, define data needs, select a scenario planning “core platform”, and begin to identify priority stakeholder groups for outreach as community liaisons.
- **Task 1.2 - Background Document Review:** Cascadia Partners will review all relevant past planning documents and prepare a data request list for the Admin Team.
- **Task 1.3 - Community Engagement Plan for Scenarios:** The Consultant Team will work with the Admin Team to develop a comprehensive Engagement Plan for Scenarios that defines engagement goals and objectives for the Technical Advisory Group (TAG), community-based partners and general public engagement. The Admin Team will be responsible for chartering and recruiting members for the TAG. The Engagement Plan for Scenarios will include a work plan of engagement activities including meetings with the TAG, other priority stakeholder groups, and the general public. The Engagement Plan for Scenarios will also define staff, consultant, and community partner roles, communications plan, and materials required for each activity. The Engagement Plan for Scenarios will be an appendix of the published Public Participation Plan Outline.

ADMIN TEAM RESPONSIBILITIES:

- Provide a list of relevant planning documents
- Provide available requested data
- Recruit and charter TAG
- Identify priority stakeholder groups

TASK 1 DELIVERABLES:

- Kick-Of Meeting agenda and notes
- Final Scope of Work and Project Schedule
- Background Documents and Data Request List
- Community Engagement Plan for Scenarios

TASK 2: EXTERNAL FACTORS AND TRENDS

Description: The purpose of Task 2 is to develop a database of external factors (i.e. floods, federal funding, systemic racism, autonomous vehicles) that matter locally and to prioritize those external factors in terms of perceived likelihood and importance.

- **Task 2.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.
- **Task 2.2 - Technical Work:** CP will conduct a meta-analysis of external factors and recent trends and their likely impacts on the Flagstaff region. Research will draw from academic sources as well as local plans and studies such as assessments of the quality and capacity of infrastructure in areas of potential infill, high-level considerations of fiscal constraints, and findings from Flagstaff's recently-completed Housing Study.
- **Task 2.3 - Communications:** CP will summarize findings from task 2.2 into a concise memorandum and slide presentation which will be further refined through a work session with the TAG. Based on these refinements, CP will develop an engaging public outreach video that will clearly explain external factors and their importance, while prompting viewers to think critically about what factors they think are most important. To accompany the video, CP will also develop a prioritization exercise that will allow participants to provide input on the external factors. In tandem with these efforts, the Admin Team will work with the TAG to begin developing goal, policy, and implementation measures to test when scenarios are developed in task 5.

CP will lead a ninety-minute meeting for the Joint Planning and Zoning Commission, City Council members and their staff, and the County Board of Supervisors to introduce the external factors and give them the opportunity to provide feedback.

- **Task 2.4 - Engagement:** Up to eight (8) community-based organizations (CBOs) would be invited to be an outreach and engagement partner during this phase in preparation for engagement in future phases. The Admin Team will develop a list of community-based organizations serving priority stakeholder groups to support the project's outreach efforts. The Consultant Team will meet with participating community partners to onboard and orient them to project outreach activities and expectations.

Each CBO partner will be provided a \$1000 stipend to complete project outreach activities for the scenario planning work (Tasks 2,4,6, and 8), and another \$1000 stipend to participate in the policy collaboration work (Tasks 7,9, and 10).

CP and the Consultant Team will design a run-of-show for a series of small, replicable public meetings (i.e. study circles, focus groups, etc.). The Admin Team, working with CBOs, ETD Inc. and Building Community, will use this run-of-show and the materials developed in task 2.3 to host up to eight (8) small format public meetings to gather input for this phase of the project. CP team will attend and lead the facilitation of up to one (1) of these meetings to train the Admin Team for subsequent events. Following the conclusion of outreach activities, CP and the Consultant Team will summarize input received and provide a short synopsis of external factor engagement.

ADMIN TEAM RESPONSIBILITIES:

- Lead Meetings with TAG to Develop Initial Goals, Policies, Implementation Measures
- List of Community-Based Organizations and Contacts
- Co-Facilitation / Attendance at Public Meetings
- Coordination of In-Person Engagement Events (i.e. Venue, Childcare, etc) including the cost of printing materials, translation services, venue rental, childcare, and food.
- Notifications to the public including website, social media, newspaper, radio, or other analog or digital advertisements will be posted, maintained, and paid for by the Admin Team. CP will assist with content creation.

TASK 2 DELIVERABLES:

- External Factors Summary Memorandum
- External Factors Summary Presentation
- Education and Outreach Video
- Prioritization Exercise
- Run-of-Show for Engagement Events
- Attendance / Co-Facilitation of Public Events
- Summary of Engagement
- TAG Meetings (2)
- Commission/Council/Board Meeting (1)
- Slide Presentation for Council, Boards and Commissions

TASK 3: BASE 2045 SCENARIO

Description: The purpose of task 3 is to build a model of what the community would look like if all available land were to “build out” based on current zoning entitlements. The purpose of this scenario is as a baseline that can be compared to other scenarios and analyzed relative to high priority external factors.

- **Task 3.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.
- **Task 3.2 - Technical Work:** Technical work in this phase of the project will consist of calibration and build-out analysis. CP will work with the Admin Team to calibrate the selected scenario planning “core platform” (i.e. UrbanFootprint, Envision Tomorrow, or CommunityViz) to Flagstaff Region-specific conditions. In addition, CP will perform research into existing zoned entitlements, and adopted area and specific plans, using data compiled by the Admin Team. Using the calibrated scenario planning tool, CP will develop a build-out scenario and provide the Admin Team with a basic report-out of key performance indicators such as population and employment capacity, average build-out densities, and maps of where future development would occur. These results will be summarized in a concise slide presentation that will be used as an interim deliverable before more thorough reporting is conducted as part of Task 4.

ADMIN TEAM RESPONSIBILITIES:

- Provide Feedback (As Needed) on Scenario Tool Calibration
- Provide background materials for zoning entitlement and adopted area and specific plans

TASK 3 DELIVERABLES:

- Calibrated Scenario Planning “Core Platform”
- Base 2045 Build-Out Scenario
- Base Scenario slide Presentation

TASK 4: SCENARIO THEMES

Description: The purpose of Task 4 is to develop a compelling narrative about the base scenario developed in Task 3, and to engage the public in helping develop three (3) alternative scenario themes (i.e. grow up, grow out, TOD, etc). Task 4 marks the transition from exploratory scenario planning to a more normative process in order to answer the “how should we grow” question that is most typically associated with scenario planning. It does this with the added context developed in Task 2 that allows us to also answer the question: “how do we grow given that we will need to deal with external factors x, y, z?”

- **Task 4.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.
- **Task 4.2 - Communications:** CP will present the results of Task 3 to the TAG to refine how they should be messaged to the general public. Based on these refinements, CP will develop an engaging public outreach video that explains what a “no action” scenario would mean for the future of Flagstaff and the external factors that the region will need to address. This video will also describe a simple map-based exercise that will prompt members of the public to identify where growth of various types should be allocated in the future. This exercise will then be tested with the TAG and refined as necessary. Following the conclusion of public input described in Task 4.3, the Consultant and

Admin Teams will meet with the TAG to present draft scenario themes and engage in a brainstorming session to link them with proposed goals, policies, and implementation measures.

CP will also present the draft alternative scenario themes in a ninety-minute meeting for the Joint Planning and Zoning Commission, City Council members and their staff, and the County Board of Supervisors to give them the opportunity to provide feedback.

- **Task 4.3 - Engagement:** CP and the Consultant Team will design a run-of-show for a series of small, replicable public meetings (i.e. study circles, workshops, focus groups, etc.). The Admin Team, working with CBOs, ETD Inc. and Building Community, will use this run-of-show and the materials developed in task 4.2 to host up to eight (8) small format public meetings to gather input for this phase of the project. CP will attend and lead the facilitation of up to one (1) of these meetings to train the Admin Team for subsequent events. Following the conclusion of outreach activities, CP will summarize input received and provide a short synopsis of scenario theme engagement.

ADMIN TEAM RESPONSIBILITIES:

- Facilitate Goals, Policies, and Implementation Measures Discussion w/TAG
- Co-Facilitation / Attendance at Public Meetings
- Coordination of In-Person Engagement Events (i.e. Venue, Childcare, etc) including the cost of printing materials, translation services, venue rental, childcare, and food.
- Notifications to the public including website, social media, newspaper, radio, or other analog or digital advertisements will be posted, maintained, and paid for by the Admin Team. CP will assist with content creation.
- Coordinate and send invitations for the Commission/Council/Board meetings.

TASK 4 DELIVERABLES:

- Build Out and External Factors Video

- Scenario Workshop Exercise
- Run-of-Show for Engagement Events
- Attendance / Co-Facilitation of Public Events
- TAG Meetings (3)
- Commission/Council/Board Meeting (1)
- Slide Presentation for Council, Boards and Commissions

TASK 5: DRAFT SCENARIO MODELING

Description: The purpose of Task 5 is to build upon the three scenario themes developed during Task 4 using the calibrated scenario planning “core platform” developed in Task 3. The result of this task will be up to three (3) scenarios and a refined build-out scenario as well as accompanying indicators, summarized in a technical slide presentation.

- **Task 5.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.
- **Task 5.2 - Technical Work:** CP will work with the Admin Team and the TAG to refine the parameters (i.e. control totals, preferred indicators, etc.) to be used for the scenarios. Using the scenario planning “core platform”, CP will first revise the base scenario developed in Task 3 to meet parameters discussed with the TAG. CP will then use input received during Task 4 to model up to three (3) alternative scenarios. Scenario indicators developed through this work will depend on the “core platform” selected, but will include at a minimum, the following:
 - Water and Energy Use
 - Number and Density of Dwelling Units, Jobs, Households, Population
 - Residential per Capita Vehicle Miles Traveled (VMT)
 - Sales and Property Tax Revenue Generated (in horizon year)
 - Building and Transportation Greenhouse Gas (GhG) Emissions

ADMIN TEAM RESPONSIBILITIES:

- Provide Feedback on Scenario Parameters (As Needed)

TASK 5 DELIVERABLES:

- Refined Base Scenario
- Up to Three Alternative Scenarios
- TAG Meetings (2)
- Technical Summary Slide Presentation

TASK 6: SCENARIO CHOOSING

Description: The purpose of Task 6 is to package the results of the scenarios developed in Task 5 into a public-friendly format that will be shared through the City of Flagstaff's OpenGov engagement platform and through in-person engagement events. This will provide the TAG, CBO partners, and the broader public the opportunity to identify their preferred scenario and give feedback on the goals, policies, and implementation measures they most support.

- **Task 6.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.
- **Task 6.2 - Communications:** CP will develop adaptive, public-friendly communication materials for the purposes of building an interactive online engagement survey tool (using the City's existing platforms). The core of these materials will be a scenario "report card" that clearly shows the performance of each alternative scenario across a range of performance indicators and a short public engagement video that summarizes the project background and describes each scenario.

In addition, CP will develop promotional materials (i.e. social media posts, etc) that could help promote the public to take the survey. It is recommended to offer incentives for taking the survey. Engagement and communication materials could include:

- **Online public survey**
 - Short video to explain scenarios or other project background
 - Digital version of the scenario "report card"
 - Simple survey tool built within the OpenGov platform
- **Communication pieces to promote the survey**
 - Social media graphics, posts, schedule
 - Website/webpage content
 - Postcards with survey link/QR code (printing/ mailing costs paid by City of Flagstaff)
 - Mailers or content for a monthly newsletter (printing/ mailing costs paid by City of Flagstaff)
- **Meeting-in-a-box**
 - Scenario "report card" handout
 - Short video to explain scenarios or other project background
 - Scenario choosing survey tool (personality quiz, etc)

CP will present the draft alternative scenarios in a ninety-minute meeting for the Joint Planning and Zoning Commission, City Council members and their staff, and the County Board of Supervisors to give them the opportunity to provide feedback.

- **Task 6.3 - Engagement:** ETD Inc. and Building Community LLC will work with the Admin Team to co-facilitate up to eight (8) study circles using the scenario choosing “meeting in a box.” An example facilitated activity could include something similar to a “personality quiz” where a series of questions are asked and responses generate output of a rank prioritization or single scenario that best aligns with the responses, this would then prompt further reflection from the participant. The “meeting in a box” can be used by the Admin Team to host additional study circles without the Consultant Team co-facilitating, if desired.

ADMIN TEAM RESPONSIBILITIES:

- Co-Facilitation / Attendance at Public Meetings
- Notifications to the public including website, social media, newspaper, radio, or other analog or digital advertisements will be posted, maintained, and paid for by the Admin Team. CP will assist with content creation.
- Coordination of In-Person Engagement Events (i.e. Venue, Childcare, etc) including the cost of printing materials, translation services, venue rental, childcare, and food.
- Populate and Maintain OpenGov Website
- Coordinate and send invitations for the Commission/Council/Board meeting

TASK 6 DELIVERABLES:

- Scenario Choosing Meeting-In-a-Box Materials
- Public Survey Content (Draft, Final)
- Public Survey Communication Materials
- Scenario Choosing Analysis and Summary
- TAG Meetings (1)
- Commission/Council/Board Meeting (1)
- Slide Presentation for Council, Boards and Commissions

TASK 7: Policy Collaboration Start-Up

Description: The purpose of the following subtasks is to establish and finalize the engagement plan for the policy collaboration based on information gathered from the scenarios process thus far and key informant interviews.

- **Task 7.1 - Key Informant Interviews:** CP and the Consultant Team will conduct in depth interviews with up to eight (8) key informants identified by the Admin Team— community leaders, professionals, academics, or residents—who have first-hand knowledge about the community. Key informants can help the Project Team better understand the potential impacts of suggested policies and goals, and how they might be perceived by the public. Outcomes of this phase will provide the overarching context for policy creation and help guide the creation of Community the Engagement Plan for Policy Collaboration.
- **Task 7.2 - Community Engagement Plan for Policy Collaboration:** CP will work with the Admin Team to develop an engagement plan that defines engagement goals and objectives for participants in the Policy Collaboration work. The Community Engagement Plan for Policy Collaboration will include a work plan for meetings with priority stakeholder groups. It will also define staff, consultant, and CBO partner roles, the communications plan, and materials required for each activity. The Community Engagement Plan for Policy Collaboration will be an appendix of the published Public Participation Plan Outline.

ADMIN TEAM RESPONSIBILITIES:

- Assist in the creation of a priority stakeholder and key informant list
- Provide feedback on the Engagement Plan for Policy Collaboration

TASK 7 DELIVERABLES:

- Key informant interview summaries
- Community Engagement Plan for the Policy Collaboration

TASK 8: PREFERRED SCENARIO

Description: The purpose of Task 8 is to use the results of public and stakeholder engagement conducted as part of Task 6 to inform the selection of a preferred scenario.

- **Task 8.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.
- **Task 8.2 - Technical Work:** CP will work with the Admin Team to make any necessary refinements to the preferred scenario based on public input received in Task 6. This work will include minor changes to scenario mapping, and updates to scenario indicators.
- **Task 8.3 - Communications:** CP will present the draft preferred scenario in a ninety-minute meeting for the Joint Planning and Zoning Commission, City Council members

and their staff, and the County Board of Supervisors and make adjustments based on their feedback. CP will then revise the indicator “report card” as necessary based on refinements.

In order to further illustrate the benefits of the “preferred” scenario, CP will produce corridor or district-scale renderings of future development in the “base” and “preferred” scenarios for up to two locations for a total of up to four (4) renderings. In addition, the Admin Team will produce street-level renderings for the same locations under the same conditions. CP will package renderings and report card metrics into a digital and print-ready communication package that present the preferred scenario, related strategies, and summarize the scenario development process. All of these products will be posted on the City’s project website and shared with stakeholders digitally.

ADMIN TEAM RESPONSIBILITIES:

- Coordinate and send invitations for the Commission/Council/Board meetings
- Street-level renderings

TASK 8 DELIVERABLES:

- Preferred Scenario
- Updated Indicator “Report Card”
- Corridor or District-Scale Renderings (6)
- Commission/Council/Board Meeting (1)
- Slide Presentation for Council, Boards and Commissions

TASK 9: POLICY TRANSLATION

Description: In Task 9, CP will work with the City to refine a list of preferred goal/policy ideas resulting from scenarios process and preferred scenario selection.

- **Task 9.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.
- **Task 9.2 - Technical Work:** The scenarios process is intended to refine the initial list of goals, policies, and implementation measures that were developed by the TAG in Task 2. CP will work with the Admin Team to refine the initial list of goals, policies, and implementation measures developed throughout the process and further prioritized through the scenarios process and summarize them in a presentation slide deck. The Admin Team will have one (1) review cycle to provide comments on the slides. This document will be informed by the ongoing policy discussions that are part of Task 10.

In addition, CP will aggregate all scenario results to traffic analysis zones (TAZs) for use in Metro Plan’s future modeling efforts. Finally, CP will package and transmit all

scenario-related GIS data and documents to the Admin Team for use in the development of a future land use map.

CP will present goals, policies, and implementation measures in a meeting to the Joint Planning and Zoning Commission, City Council members and their staff, and the County Board of Supervisors to give them the opportunity to provide feedback.

- **Task 9.3 - Communications:** CP will meet with the Admin Team and the TAG to present final deliverables for the project and ensure that participants stay engaged through further phases of the Comprehensive Plan update process.

ADMIN TEAM RESPONSIBILITIES:

- Provide consolidated feedback on the Policy Translation Presentation.
- Coordinate and send invitations for the Commission/Council/Board meetings.

TASK 9 DELIVERABLES:

- Policy Translation Presentation (Draft and Final)
- Scenario GIS Data and Supporting Documentation
- Scenario Results Aggregated to TAZs
- TAG Meetings (1)
- Commission/Council/Board Meeting (1)
- Slide Presentation for Council, Boards and Commissions

TASK 10: POLICY DISCUSSIONS

Description: The purpose of the following subtasks is to facilitate conversations with key stakeholders about potential policies and goals for the Regional Plan.

- **Task 10.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.
- **Task 10.2 - Communications Materials:** Develop adaptive, public-friendly communication materials that explain the policy translation process that can be used to facilitate conversations with the TAG and to invite and encourage CBO partners to continue with the Policy Collaboration. Materials will also be used to update project website communications and future opportunities for resident involvement. This might include fact sheets, social media graphics or posts, or website/webpage content.
- **Task 10.2 - Stakeholder Meetings:** Up to twelve (12) small group meetings of up to ninety minutes with stakeholders identified in the engagement plan. Meeting format

might include working groups, study circles, or committee/coalition discussion. Meetings may be grouped by Element theme. CP will create slide presentations (as needed) and an agenda and run-of-show for each meeting. CP and the Consultant Team will facilitate or co-facilitate the meetings with the Admin Team. Following the conclusion of outreach activities, the CP and the Consultant Team will summarize input received and provide a short synopsis of the policy discussions.

ADMIN TEAM RESPONSIBILITIES:

- Co-Facilitation / Attendance at Small Group Meetings
- Coordination of In-Person Engagement Events (i.e. Venue, Childcare, etc) including the cost of printing materials, translation services, venue rental, childcare, and food.
- Update OpenGov Website
- Manage social media postings

TASK 10 DELIVERABLES:

- Up to five (5) concise communication materials (draft, final)
- Meeting run-of-show, agendas, and presentations (as needed)
- Individual meeting summary notes
- Summary slide deck of “What We Heard” based on feedback throughout the policy collaboration, in a slide presentation

TASK 11: POLICY RECOMMENDATIONS AND IMPLEMENTATION

Description: CP will work with the Admin Team to refine policy recommendations based on the feedback from Task 10.2 and identify potential barriers and opportunities for implementation.

- **Task 11.1 - Draft Recommended Policies and Goals:** based on the feedback from Task 3.2, CP will prepare a draft set of policy recommendations for the Admin Team, grouped by Regional Plan element.
- **Task 11.2 - Implementation Feasibility:** the CP will take the draft set of recommended policies and summarize potential opportunities and barriers based on feedback and information gathered in Tasks 2 and 3.
- **Task 11.3 - Final Recommended Policies and Goals:** The Admin Team will have up to two (2) review cycles of the draft policy recommendations. After the Admin Team has reviewed, the CP will deliver a set of final recommendations along with a summary of potential implementation barriers and opportunities, in the form of a concise slide deck.

ADMIN TEAM RESPONSIBILITIES:

- Provide consolidated feedback on draft recommended policies and goals

TASK 11 DELIVERABLES:

- Draft and final goal and policy language for each Regional Plan element group including a summary of opportunities and barriers to implementation for each policy or goal, in a concise slide presentation.

EXHIBIT A-1
PRICING AND SCHEDULE

Proposed Budget

Flagstaff DRAFT Budget	CASCADIA PARTNERS	UDAH	ETD, Inc.	Building Community, LLC	Estimated Hours	Total Cost
	CASCADIA TOTAL	UDAH TOTAL	ETC, INC. TOTAL	BUILDING COMMUNITY TOTAL		
Task 1: Project Start-Up	\$8,190	\$0	\$563	\$338	64	\$9,090
1.1 Kick-Off Work Session	\$2,470	\$0	\$188	\$113	17	\$2,770
1.2 Background Document Review	\$2,490	\$0	\$0	\$0	20	\$2,490
1.3 Community Engagement Plan & Team Charter for Scenarios Work	\$3,230	\$0	\$375	\$225	27	\$3,830
Task 2: External Factors	\$26,870	\$0	\$3,340	\$2,400	225	\$32,610
2.1 Project Management	\$2,490	\$0	\$0	\$0	15	\$2,490
2.2 Technical Work	\$7,000	\$0	\$0	\$0	46	\$7,000
2.3 Communications	\$8,800	\$0	\$0	\$0	68	\$8,800
2.4 Engagement	\$8,580	\$0	\$3,340	\$2,400	192	\$14,320
Task 3: Base 2045 Scenario	\$11,840	\$0	\$0	\$0	80	\$11,840
3.1 Project Management	\$1,400	\$0	\$0	\$0	8	\$1,400
3.2 Technical Work	\$10,440	\$0	\$0	\$0	72	\$10,440
Task 4: Scenario Themes	\$22,300	\$0	\$1,940	\$900	165	\$25,140
4.1 Project Management	\$1,660	\$0	\$0	\$0	10	\$1,660
4.2 Communications	\$11,980	\$0	\$0	\$0	77	\$11,980
4.3 Engagement	\$8,660	\$0	\$1,940	\$900	78	\$11,500
Task 5: Draft Scenario Modeling	\$28,570	\$0	\$0	\$0	205	\$28,570
5.1 Project Management	\$1,660	\$0	\$0	\$0	10	\$1,660
5.2 Technical Work	\$26,910	\$0	\$0	\$0	195	\$26,910
Task 6: Scenario Choosing	\$27,920	\$0	\$3,580	\$2,250	228	\$33,750
6.1 Project Management	\$1,660	\$0	\$0	\$0	10	\$1,660
6.2 Communications	\$16,600	\$0	\$0	\$0	116	\$16,600
6.3 Engagement	\$9,660	\$0	\$3,580	\$2,250	134	\$15,490
Task 7: Policy Collaboration: Start-Up	\$10,220	\$0	\$1,750	\$1,050	94	\$13,020
7.1 Key Informant Interviews for Collaborative Process	\$7,700	\$0	\$1,250	\$750	70	\$9,700
7.2 Community Engagement Plan for Collaborative Process	\$2,520	\$0	\$500	\$300	24	\$3,320
Task 8: Preferred Scenario	\$16,300	\$0	\$0	\$0	112	\$16,300
8.1 Project Management	\$1,660	\$0	\$0	\$0	10	\$1,660
8.2 Technical Work	\$4,220	\$0	\$0	\$0	26	\$4,220
8.3 Communications	\$10,420	\$0	\$0	\$0	76	\$10,420
Task 9: Policy Translation	\$12,100	\$0	\$1,800	\$1,125	93	\$15,025
9.1 Project Management	\$1,400	\$0	\$0	\$0	8	\$1,400
9.2 Technical Work	\$6,200		\$0	\$0		\$6,200
9.3 Communications	\$4,500	\$0	\$1,800	\$1,125	65	\$7,425
Task 10: Policy Collaboration: Discussions	\$29,180		\$11,200	\$5,000	268	\$45,380
10.1 Project Management	\$2,790		\$1,680	\$750	27	\$5,220
10.2 Communications Materials	\$7,950	\$0	\$1,120	\$500	59	\$9,570
10.3 Stakeholder Meetings	\$18,440	\$0	\$8,400	\$3,750	182	\$30,590
Task 11: Policy Collaboration: Implementation	\$21,950		\$5,040	\$2,250	171	\$29,240
11.1 Draft Recommended Policies and Goals	\$3,310		\$1,680	\$750	31	\$5,740
11.2 Final Policy and Goal Recommendations	\$8,500	\$0	\$1,120	\$500	58	\$10,120
11.3 Implementation Opportunities and Barriers Summary	\$10,140	\$0	\$2,240	\$1,000	82	\$13,380
Tasks Subtotal	\$215,440	\$0	\$29,213	\$15,313	1,412	\$259,965
Engagement Expenses (CBO compensation, translation, printing, etc.)						\$16,000
Travel Expenses (4 Trips, 2 People Each Trip)						\$9,000
Grand Total						\$284,965

Additional (Optional) Services

Additional Service	Impacted Tasks	Description	Cost
Fourth Alternative Scenario	4, 5	CP will develop one scenario theme and modeled scenario in addition to the three alternatives included in the base scope of work	\$5,000
Composite Preferred Scenario	7	Instead of simply selecting and refining a preferred scenario from the set of alternatives, CP will develop a new preferred scenario that is a composite of elements of alternative scenarios	\$3,000
Future Land Use Map	8	CP will use the outputs of the scenarios process, past plans, environmental features, zoning, and other data to develop a Future Land Use Map (FLUM) for the Comprehensive Plan. This FLUM will be either parcel specific or generalized, depending on client preference	\$7,500
Housing Policy Analysis	8	CP will utilize its proprietary real estate pro-forma and economic model to analyze the impact of proposed housing policy changes. For instance, if waivers or reductions to impact fees or other incentives are proposed, CP can estimate the impact to housing capacity, housing costs, etc.	\$3,000 base fee + \$2,000 for each policy test
Fiscal Impact Analysis	5, 6, 7, 8	CP will produce fiscal impact cost-to-revenue assessments for scenarios as desired by client	\$10,000
UD4H NPHAM Public Health Indicators for Base and Preferred Scenarios	3,7	Urban Design 4 Health (UD4H) to run existing conditions, the "base" scenario and "preferred" scenario through their National Public Health Assessment Model (NPHAM) to produce a range of public health indicators to include in the updated indicator "report card".	\$8,000
UD4H Public Health Metrics for Additional Scenarios	5, 6	UD4H will produce public health metrics to accompany all scenarios, Cascadia Partners will include these metrics in the "report cards"	\$8,000
Custom Water Reporting	5, 6, 7	CP will post-process scenario water indicators using neighborhood or district-specific water consumption rates	\$3,000
Scenario "Stress Tests"	5, 6, 7	CP will modify each scenario based on an external factor such as variable population and employment or alternative transportation networks. These "stress tests" would allow us to better understand if a scenario would produce desired results for Flagstaff if certain external factors came into play.	\$5,000 per stress test
Preferred Scenario Open House Event(s)	7	In addition to publishing the results of the scenarios process on the City's project website, CP will design and facilitate an in-person open house event or events to share the results with the public.	\$7,500 - \$10,000 per event
Additional Renderings	7	CP will produce additional corridor or district-scale renderings	\$1,000 per location and scenario
Digital Map-Based Tool	4	CP will calibrate and deploy a web-based mapping tool for use during the scenario theme phase of the project. This tool will allow participants to show where they would like growth to happen in the region, via a tool embedded in the city's project website.	\$8,000 (includes license)
Best Practices Research	1	CP will research best practices on integrating exploratory scenario planning into comprehensive plans. Deliverable will be a PowerPoint presentation that summarizes best practices and lessons learned for Flagstaff	\$2,500
Consultant's Attendance at Additional Commission/Council/Board Meetings	All	CP will prepare presentation materials, agenda, and up to two members of the consultant team will attend an additional Commission/Council/Board meeting and provide notes to client as needed after the meeting.	\$1000 per meeting
Materials Prep for Additional Commission/Council/Board Meetings	All	CP will prepare presentation materials for an additional Additional Commission/Council/Board meeting.	\$500 per meeting
CP In-Person Trips to Flagstaff	All	One staff person, 2 nights, 3 days	\$1,000

Proposed Schedule

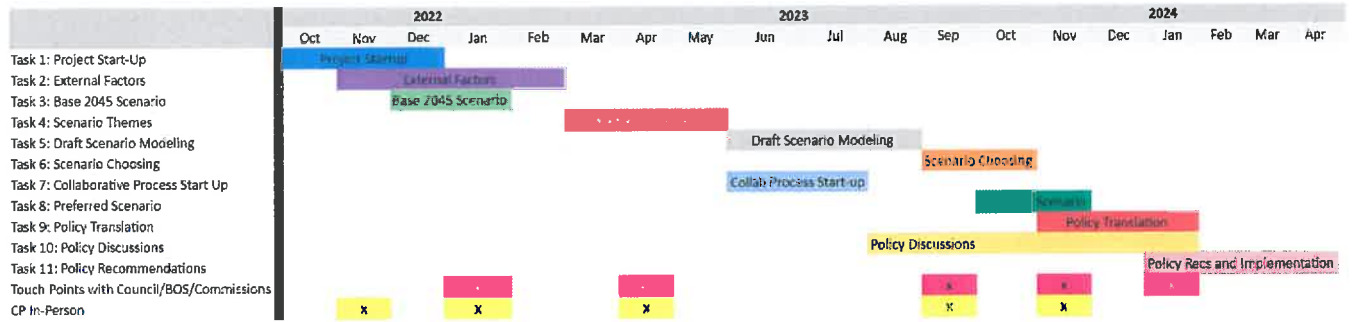


EXHIBIT A-2
RESPONSE TO RSOQ



**RESPONSE TO:
SCENARIO PLANNING AND
PUBLIC PARTICIPATION
(RSOQ# 2022-134)**

PREPARED FOR THE CITY OF FLAGSTAFF
DUE DATE: 3PM, JULY 8, 2022

ALEX STEINBERGER, MANAGING PARTNER
1022 NW MARSHALL STREET
SUITE 380 PORTLAND, OR 97209
971-808-2366
STEINY@CASCADIA-PARTNERS.COM

www.Cascadia-Partners.com





MAIN POINT OF CONTACT:

ALEX STEINBERGER, MANAGING PARTNER
1022 NW MARSHALL STREET, SUITE 380
PORTLAND, OR, 97209
C: 971.808.2366
E: STEINY@CASCADIA-PARTNERS.COM

IN PARTNERSHIP WITH:



JIM CHAPMAN
353 ROCKINGHAM ST
ROCHESTER, NY 14620
C: 585.775.9020
E: JCHAPMAN@UD4H.COM



EUNICE TSO
2101 N. 4TH ST, SUITE 201
FLAGSTAFF, AZ 86004
C: 928.779.6032
E: EUNICE@ETD-INC.COM



RENE REDDAY, M.ED
1718 N MAIN ST
FLAGSTAFF, AZ 86004
C: 928.266.8006
E: RENE@BUILDINGCOMMUNITYFLAGSTAFF.COM



Brian Eilerts
Procurement Specialist
City of Flagstaff - Purchasing Division
211 West Aspen Avenue
Flagstaff, AZ 86001

Dear Mr. Eilerts,

On behalf of the Cascadia Partners team, I am pleased to submit the following response to the City of Flagstaff's Scenario Planning and Associated Public Participation for the Regional Plan Update Request for Statements of Qualifications (RSOQ). Our team of local and national experts in scenario planning and equitable public engagement is excited at the prospect of working with the City of Flagstaff to chart a course of action for its Regional Plan Update.

The question of what 2045 will look like is more uncertain than ever. COVID-19, rising home prices, water scarcity, and climate change are among the factors outside of our direct control that must be considered when planning for the future. It is clear from your requested scope of services that the City of Flagstaff has a deep understanding of scenario planning and desire to address these external factors. Clearly you also recognize that new uncertainties require new techniques.

To respond to the unique blend of normative and exploratory scenario planning and public engagement called for in this RSOQ, we have assembled a multidisciplinary team. It includes land use planners, public health researchers, and seasoned veterans of regional planning from across the country. In addition, we bring a tool-agnostic approach honed over decades of combined experience as former developers of two of the most widely-used scenario planning software packages - UrbanFootprint and Envision Tomorrow. Our goal is to work collaboratively with the City of Flagstaff to create a new template for scenario planning, adapted for this new age of uncertainty.

The attached proposal lays out our credentials and experience in detail. I am authorized to represent the Cascadia team in negotiations and will serve as the project contact/principal if selected.

Respectfully Submitted,

Alex Steinberger, Managing Partner
Cascadia Partners
1022 NW Marshall Street, Suite 380
Portland, OR 97209
971.808.2366

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A.

CONSULTANT
OVERVIEW,
EXPERIENCE AND
PERSONNEL

TEAM ORGANIZATIONAL CHART



Cascadia Partners LLC is a land use planning, real estate consulting, and scenario planning firm, based in Portland, Oregon. Our portfolio includes dozens of successful scenario-driven regional, city-wide, and sub-area plans. Our partners are national pioneers in regional growth modeling and GIS-based analysis and have been fortunate to work alongside some of the greatest minds in scenario planning such as Peter Calthorpe and John Fregonese. That experience means we not only know how to calibrate and run scenario software, we also have the planning background to help you use scenario planning in a meaningful way.

Urban Design 4 Health, Inc. (UD4H) specializes in the interactions between land use, built environment, transportation, air quality, behavior, public health, equity and the economy. UD4H provides evidence-based advice, analyses and software tools to its clients on the relative impacts of

alternative approaches to land use and transportation investment decisions.

ETD Inc. was founded in 1995 to assist project developers in navigating the myriad of tribal and federal environmental regulations that beset Indian Country. Since then, ETD has grown to meet other needs of communities across the Flagstaff region and has successfully completed hundreds of projects over the past 23 years.

Building Community, led by Rene RedDay, M.Ed., is an engagement consultancy that intentionally initiates, develops, and maintains ongoing relationships with youth, families, and organizations throughout Coconino County. Building Community strongly believes community voice should inform organizational decisions. Their social entrepreneurship helps non-profit, public, and private entities ensure they are relevant to Coconino County communities.



ALEX STEINBERGER

PARTNER / SCENARIO PLANNING ADVISOR

971.808.2366 | steiny@cascadia-partners.com

ABOUT

Alex is an urban planner and economist with a strong foundation in geographic information systems (GIS). He has over 10 years of experience working in the field of urban planning with a specialty in land use modeling. He has built and calibrated numerous scenario planning tools and was instrumental in the development of one of the most widely-used scenario software packages on the market: Envision Tomorrow.

Alex’s work at Cascadia Partners focuses on scenario planning, housing, and economic development. He has experience working at a range of scales, from site-specific redevelopment projects to regional visioning efforts. In every project, Alex employs cutting edge planning tools and techniques with an eye for communicating complex topics to non-technical audiences. His experience has taught him that technical analysis is only as useful as the story it is able to tell.

EDUCATION

Master of Urban and Regional Planning
Portland State University

Bachelor of Arts, Economics
University of California, Los Angeles

WORK EXPERIENCE

Managing Partner, Cascadia Partners, *April 2018 to present*

Project Manager, Fregonese Associates *September 2012 to April 2018*

Assistant Planner, Oregon Dept. of Transportation
November 2011 to August 2012

SELECTED PROJECTS

Envision 2050 Regional Transportation Plan Stockton, CA – 2021 - 2022

Alex served as principal-in-charge for the San Joaquin Council of Governments’ (SJCOG) Regional Transportation Plan scenarios process. He worked with SJCOG to develop an innovative exploratory scenario planning (XSP) process that considered multiple potential futures and variable rates of autonomous vehicle adoption, climate change impacts, and telecommuting. With his guidance, SJCOG was able to engage a diverse group of stakeholders and adopted a preferred land use and transportation scenario in May of 2022.

Forging PGH Comprehensive Plan Pittsburgh, PA – 2019 - 2021

As project manager for a team of national and local comprehensive planning experts, Alex worked with the City of Pittsburgh to execute a scenarios process for their first-ever comprehensive plan. As part of this work, Alex helped the city grapple with uncertainties around expected population and employment growth. Alex also helped the City select a scenario planning tool (UrbanFootprint) and facilitated training sessions for City staff.

Resilient Merced Merced, CA – 2019 - 2020

Working for Merced County and the Nature Conservancy, Alex and his team analyzed four regional growth scenarios using Envision Tomorrow and UrbanFootprint. The scenarios explored various potential policies including a natural and working lands preservation strategy. Through this analysis, Alex was able to show how natural and working lands preservation can have far-reaching positive impacts on fiscal health, water quality, and vehicle-miles traveled.





SACHI ARAKAWA

PARTNER / PROJECT MANAGER

971-285-7049 | sachi@cascadia-partners.com

ABOUT

Sachi is an urban planner and GIS analyst who has done work across public, private, and non-profit sectors. She specializes in creating relatable and easy to understand products for engaging diverse audiences in complex planning topics through a variety of mediums, including interactive web maps, tactile print maps, data visualizations, infographics, surveys, and interactive activities. With a background in both analysis and community engagement, Sachi works at the intersection of data and people. She values community collaboration and always strives to understand and center the needs of stakeholders impacted by a planning process.

EDUCATION

Master of Urban and Regional Planning
Portland State University

Bachelor of Arts, Geography,
GIS minor - *with Honors*
Portland State University

AFFILIATIONS

Mapping Action Collective,
Executive Director

CIVIC ENGAGEMENT

City of Portland Urban Forestry,
Neighborhood Tree Steward and Tree Team Lead

Oregon Urban and Regional Information Systems Association (ORURISA), *Member*

Transportation Research and Education Center, *Summer Camp Instructor*



SELECTED PROJECTS

Climate Smart San José Natural and Working Lands Element City of San Jose, 2020 - 2022

Sachi was the project lead in the creation of a Natural and Working Lands (NWL) Element report for the City of San Jose, which will be an added component to the City's climate action plan. The NWL Element used scenario planning to evaluate and report on how land use changes on NWLs in the City may impact its net GHG emissions profile (carbon stocks, emissions, and sequestration).

Pittsburgh Analytics Advisors, City of Pittsburgh, PA, 2019 - 2021

The Cascadia Partners team, with Sachi as lead data analyst, served as scenario planning advisors to the City in the creation of their first-ever Comprehensive Plan. The Cascadia team helped City staff to design and deploy a citywide scenario planning visioning process, with extensive community engagement and collaborative decision making, much of which was done virtually, as the engagement portion of the project happened during the height of the Covid 19 pandemic.

Genesee-Finger Lakes Scenario Tool, Rochester, NY 2019 - 2021

Cascadia Partners was hired by the Genesee Transportation Council to identify a preferred scenario tool for the 9-county Genesee-Finger Lakes (G-FL) region. As analysis lead, Sachi helped the regional government select, configure, and deploy the scenario planning tool and implement pilot studies to test it. Once the preferred scenario planning tool (UrbanFootprint) was chosen, the Cascadia team worked with regional government staff to calibrate the tool for the G-FL region to develop two regional land use scenarios that more accurately represented local trends and place types.



AYANO HEALY

SENIOR ASSOCIATE / ENGAGEMENT LEAD

707-718-4921 | ayano@cascadia-partners.com

ABOUT

With a background in public health and urban planning, Ayano brings an interdisciplinary approach when working on projects to work toward more effective and equitable systems that support healthier lives and communities. Ayano has experience working in public, private, and non-profit sectors, specializing in culturally-responsive public engagement, strategic communications, research design, and data analysis.

As a public involvement and communications specialist, Ayano's role includes tailoring public involvement events and designing materials to engage specific project audiences and gather input that helps achieve project outcomes. As an experienced facilitator, Ayano has helped lead community-oriented conversations as well as technical and project advisory committees. She is adept at synthesizing community input into easily understood reports that clarify community needs, concerns, and desires.

EDUCATION

Master of Urban and Regional Planning
Portland State University

Master of Public Health
Oregon Health and Science University

Bachelor of Science, Health Promotion
University of Georgia

WORK EXPERIENCE

Senior Associate, Cascadia Partners,
February 2020 to present

Program Coordinator, JLA Public
Involvement, October 2012 to January
2020

Communications Lead, Quinault Indian
Nation, January 2018 to June 2018

SELECTED PROJECTS

Expo Development Opportunity Study | Portland, Oregon (2019-present)

Ayano is currently leading the engagement and communications strategy to identify potential community benefits for the Portland Expo Center site's future redevelopment. Engagement strategies have been both broad and to specific priority communities due to the site's historical significance; Ayano helped design and facilitate a series of culturally-responsive discussions across a diverse set of stakeholders including the Native American, African American, and the Japanese American communities.

San Joaquin Regional Transportation Plan | San Joaquin County, California (2020-2022)

Cascadia Partners, with Ayano as project manager and engagement lead conducted outreach and developed scenarios for the San Joaquin Council of Governments' (SJCOG) Regional Transportation Plan. This effort included an innovative blend of exploratory and normative scenario planning. The engagement work focused on facilitating a diverse group of key stakeholders, conducting resident focus groups, and developing multilingual, educational videos and survey to understand resident priorities across the region.



B.

PROJECT
EXPERIENCE

SCENARIO PLANNING QUALIFICATIONS

Our team recognizes that the City of Flagstaff seeks to develop a novel approach to scenario planning using Exploratory Scenario Planning (XSP) combined with sophisticated scenario tools. As nationally-renowned practitioners of scenario planning, Cascadia Partners staff of former scenario tool developers are well-positioned to help the City achieve this goal. We have helped cities and regional governments from Rochester, NY to San Jose, CA develop regional plans and engagement processes that integrate normative and exploratory scenario planning. The key to our approach is structuring a process that engages technical experts and the public in deep discussions about all future possibilities - building consensus around a common vision.

EXPLORATORY SCENARIO PLANNING EXPERTS

At Cascadia Partners, we understand that local governments are grappling with factors outside of their control such as climate change, water constraints, COVID-19, and population growth. Exploratory scenario planning (XSP) provides a framework for dealing with these uncertainties and helps identify policies that will be responsive to a range of future conditions. We recognize the strong elements of exploratory scenario planning in Flagstaff's requested scope of services and will utilize proven methods and techniques to incorporate it into the scenarios process.

REGIONAL AND COMPREHENSIVE PLAN EXPERIENCE

Cascadia Partners is a full service land use planning consulting firm with experience in all facets of zoning, housing, public engagement, and transportation planning. Our team has worked with dozens of communities around the country to integrate scenario planning into regional and comprehensive plans. Recent long range planning projects include a scenarios process for the City of Pittsburgh's first-ever comprehensive plan and an innovative exploratory scenarios process for California's San Joaquin Valley region.

PUBLIC SECTOR PERSPECTIVE

Key members of our team bring a depth of experience in regional governance and policy implementation. We are joined in this effort by Mike McKeever, former Executive Director of the Sacramento Area Council of Governments (SACOG). Mr. McKeever has decades of experience managing politically contentious regional planning efforts and was an early pioneer in the realm of normative scenario planning techniques.



Mike McKeever, former Executive Director of the Sacramento Area Council of Governments (SACOG).

Cascadia Partners has provided public engagement and scenario planning services for the City of Flagstaff. Our staff has been instrumental in developing a public engagement process for the City of Flagstaff's first-ever comprehensive plan and an innovative exploratory scenarios process for California's San Joaquin Valley region.

SCENARIO PLANNING PROJECT EXAMPLES

GENESEE TRANSPORTATION COUNCIL REGIONAL SCENARIOS

Location: Rochester, NY Region
Scenario Type: Normative
Tools Used: UrbanFootprint, NPHAM

Cascadia Partners and UD4H worked with the Genesee Transportation Council (GTC) to select and calibrate a scenario planning tool for the Genesee-Finger Lakes Region of New York. Through conversations with

planners from across the region, Cascadia helped GTC evaluate CommunityViz, UrbanFootprint, and Envision Tomorrow. Based on the region's unique needs, Cascadia advised GTC to select UrbanFootprint, helped to calibrate the tool to local conditions, and held training sessions for local staff. The tool is now used by staff at each of the region's 9 counties and is an integral part of GTC's unified work program and regional transportation plan.

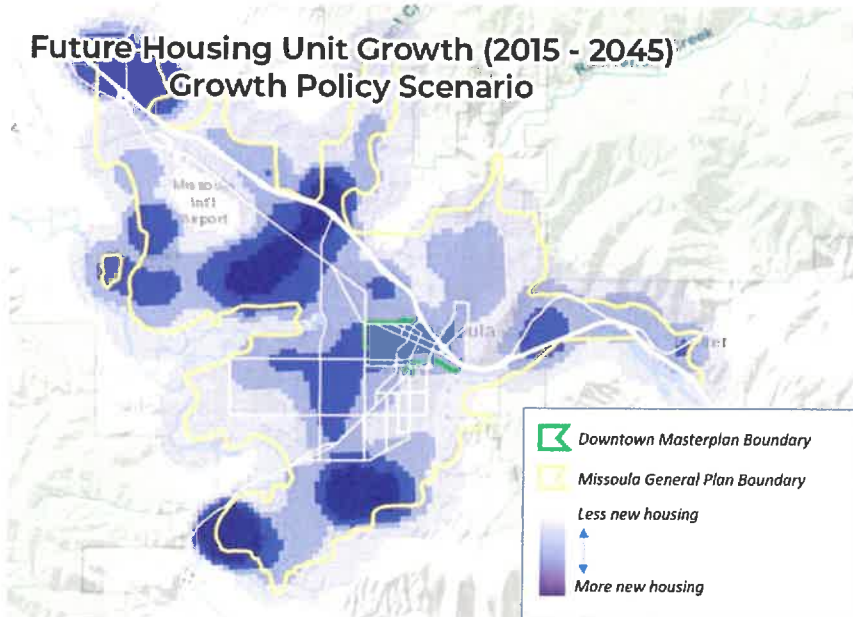
MODESTO HOUSING PLAN

Location: Modesto, CA
Scenario Type: Predictive
Tools Used: Envision Tomorrow with dRLV

As part of the City of Modesto's recently-completed Housing Plan, Cascadia Partners analyzed proposed policy changes using their proprietary dynamic residual land value (dRLV)

model integrated with Envision Tomorrow. This analysis allowed the consultant team to assess the impact of zone changes on the affordability and feasibility of new housing. As a result of this analysis, the City is now considering a slate of significant changes to local zoning that will lower barriers to housing production.

MISSOULA DOWNTOWN PLAN



Location: Missoula, MT
Scenario Type: Exploratory
Tools Used: Envision Tomorrow

Cascadia Partners worked with a dynamic consultant team on the City of Missoula's Downtown Plan. As part of this effort, Cascadia led a scenario analysis at a regional scale using Envision Tomorrow. The purpose of this exercise was to show the benefits to the Missoula region if Downtown became its growth engine. CP staff modeled three growth scenarios: one that tested

Map of housing growth in Missoula region under the "Growth Policy" scenario

"business as usual," one that tested a build-out of Missoula's Growth Policy Plan, and one that tested Downtown's capacity for growth. The scenarios helped to refocus the discussion around downtown development and helped the plan move to unanimous adoption in late 2019.

PUBLIC ENGAGEMENT QUALIFICATIONS

Unlike most firms with scenario planning expertise, Cascadia Partners staff includes both technical experts in scenario planning and public engagement specialists. By providing both services under one umbrella, we are able to develop equitable engagement strategies that work hand-in-glove with the technical aspects of a scenarios process.

EQUITABLE ENGAGEMENT

We honor the fact that the City of Flagstaff seeks to integrate equitable public engagement into the regional planning and scenario development process. Achieving equitable engagement requires creative solutions. Through our work on comprehensive and regional planning efforts across the country, we have developed a suite of innovative tools for thoughtful and inclusive scenario-focused engagement. These include exploratory visioning exercises that center the experiences of local individuals and households coupled with game-like participatory budgeting exercises that introduce trade-offs between a range of strategies.

SKILLED FACILITATORS

Cascadia Partners' staff includes skilled facilitators who have experience working on scenario planning projects that range from multi-county regional plans to city-wide comprehensive plans and zoning code updates. We also understand that scenario planning is only as useful as the local knowledge it reflects. That is why our team includes ETD Inc. and Building Community, two local stakeholder engagement and organizational strategy consulting firms with deep roots in Flagstaff and experience engaging hard-to-reach stakeholders.

SCENARIO PLANNING IN A VIRTUAL WORLD

Cascadia Partners was recently awarded a grant from the Lincoln Institute of Land Policy to develop a digital engagement guide for scenario planning practitioners. The guide included an assessment tool to help planners identify the right kind of scenario planning approach (normative, predictive, exploratory) as well as appropriate engagement techniques.

Table 1. Scenario Planning Types

Scenario Type	Depth of Input	Stakeholder Expertise	Breadth of Engagement	Influence on Process	Phasing of Input
Predictive	■	■ ■ ■	■	Low	Mid-Point
Exploratory	■ ■ ■	■	■ ■ ■	High	Front-End / Throughout
Normative	■ ■	■ ■	■ ■	High	Alternative Creation / Scenario Choosing

[HTTPS://WWW.LINCOLNINST.EDU/RESEARCH-DATA/DATA-TOOLKITS/CONSORTIUM-SCENARIO-PLANNING/RESOURCES](https://www.lincolninst.edu/research-data/data-toolkits/consortium-scenario-planning/resources)

RELEVANT EXAMPLE PROJECTS

Project Name	Client / Location	Contract Term	Contract Price	Complications / Resolution
Envision 2050 Regional Plan	SJCOG / Stockton, CA	Oct. 20 - May 22	\$145,000	Work was completed under budget so CP worked with SJCOG to expand the original scope of services.
Forging PGH Comprehensive Plan	City of Pittsburgh, PA	Dec. 19 - Apr. 21	\$160,000	COVID-19 paused engagement, but CP helped to identify digital outreach methods.
Climate Smart San Jose	City of San Jose, CA	Apr. 20 - Mar. 22	\$198,000	COVID-19 made travel impossible so CP repurposed travel budget for digital engagement.

ENVISION 2050 REGIONAL PLAN

Cascadia Partners led a team that included UD4H to perform outreach and develop scenarios for the San Joaquin Council of Governments' (SJCOG) Regional Transportation Plan. This effort included an innovative blend of exploratory scenario planning, custom decision-support tools, and the Envision Tomorrow scenario planning platform. The process allowed stakeholders to consider futures with high rates of autonomous vehicle adoption, telecommuting, and the worst impacts of climate change. It also employed a local liaison public engagement model that relied on community leaders to recruit constituents to public meetings.



Left: As part of the exploratory scenarios process for the Envision 2050 Regional Plan, Cascadia Partners developed a smartphone app that allowed members of the public to "test drive" different regional strategies in a range of future conditions.

FORGING PGH

Cascadia Partners assisted the City of Pittsburgh in a scenario planning process for their first-ever Comprehensive Plan - Forging PGH. To address uncertainty, CP developed an innovative exploratory scenario planning process that considered multiple assumptions for future citywide population and employment. In addition to public workshops, CP hosted focus groups featuring community liaisons who recruited underrepresented populations to participate in the process. The preferred scenario will inform the City's future land use map and future updates to zoning.

CLIMATE SMART SAN JOSE

The Cascadia Partners team was retained by the City of San Jose to develop a Natural and Working Lands (NWL) Element for the city's Climate Action Plan. CP employed a suite of scenario planning tools, including UrbanFootprint and a custom-built carbon sequestration model that was used to evaluate how land use changes citywide may impact San José's GHG emissions profile. In addition, Cascadia conducted focus groups with agribusiness, tribal, and community service stakeholders to discuss how implementation of NWL strategies could benefit underserved communities.

C.

TECHNOLOGICAL
SKILLS AND
CAPACITY

WE KNOW SCENARIO PLANNING TOOLS

Cascadia Partners is unique among scenario planning firms because we are both developers and practitioners. Our team includes former developers of Envision Tomorrow and UrbanFootprint, two of the most widely-used off-the-shelf tools on the market. We have also developed custom software for clients such as the City of San Jose, CA, the City of Pittsburgh, PA, and the Sacramento Area Council of Governments (SACOG). In addition to having the technical expertise to build and calibrate scenario tools, our staff are also experts in how to deploy these tools to support a scenarios process. We have helped dozens of cities and regions around the country shape their comprehensive and regional plans using sophisticated scenario planning tools.

A "TOOL-AGNOSTIC" APPROACH

Our approach is "tool agnostic". That means we use our experience working with multiple tools (Envision Tomorrow, CommunityViz, UrbanFootprint, etc.) to identify a solution that best fits your needs. We will work closely with you during initial phases of the project to understand your goals, analytical needs, and budget to find the best solution for the Regional Plan.

BUILDING INTERNAL CAPACITY

Once we identify the right tool, we will work with City staff to purchase any required licenses and broker any unique contract requirements. In addition, we will provide you with up to two half-day in-person training sessions for City staff and other relevant stakeholders focused on your scenario planning tool of choice.



Above: Alex Steinberger providing scenario tool training to students at Cornell University

BRINGING SCENARIOS TO LIFE

At Cascadia Partners, we believe that technical analysis is more powerful when it can be clearly communicated to a broad range of stakeholders. We often employ 3D modeling techniques to help tell the story of how a scenario would impact daily life in the future. To do this, we use district-scale tools such as ESRI's ArcGIS Urban and City Engine as well as site specific tools like SketchUp.



Left: District scale rendering of a TOD Scenario, San Antonio TOD Corridor Plan.

Cascadia Partners routinely uses tools like ArcGIS Urban and City Engine to bring district-scale scenario concepts to life.

- Proposed Station
- Access Management
- New Pedestrian Crossing
- Sidewalk Needed
- Priority Complete Streets
- New Park / Green Space

D.

CONSULTANT TEAM

CONSULTANT TEAM QUALIFICATIONS

STATEMENT OF AVAILABILITY

Our dynamic team of scenario planning experts, public health researchers, and engagement specialists is ready to address the requested scope of services. Our project manager, Sachi Arakawa, is prepared to dedicate 40% of her time to this project. She will be supported by a team with ample capacity to address the City’s needs over the coming 18-24 months. A detailed staff list and related project experience are addressed on the following pages.

Staff Name	Firm	Experience
Sachi Arakawa, <i>Project Manager</i>	Cascadia Partners	Sachi is an urban planner and project manager with 7 years of experience and a background in data analysis and community organizing. She has overseen scenario planning processes for numerous regional transportation plans and citywide comprehensive plans.
Alex Steinberger, AICP Candidate <i>Scenario Planning Lead</i>		Alex is an urban planner and economist with a strong foundation in geographic information systems (GIS). He has over 14 years of experience working in the field of urban planning with a specialty in land use scenario modeling.
Ayano Healy <i>Engagement Lead</i>		Ayano is a public involvement and communications specialist with 6 years of experience tailoring public involvement events and designing materials to engage specific project audiences.
Jamin Kimmell, AICP (#32033) <i>Implementation Advisor</i>		Jamin is an AICP certified urban planner with 10 years of experience in housing planning, development code, and urban design. His recent work has focused on quantifying the impact of code standards on the feasibility and affordability of development.
Mike McKeever <i>Regional Planning Advisor</i>		Mike has over 40 years of experience in the planning field. He has served as Chief of Staff to the Mayor of Sacramento and spent 12 years as the CEO of the Sacramento Area Council of Governments (SACOG).
Jim Chapman <i>Public Health Lead</i>	Urban Design 4 Health (UD4H)	Jim has over 20 years of experience managing large-scale research and scenario development projects used by city, regional, state, and national agencies. He currently oversees the development of UD4H’s national public health model, NPHAM.
Eunice Tso <i>Facilitator</i>	ETD Inc.	Eunice is the sole owner of ETD, Inc., a Native American, Woman-Owned Small Business. She has worked for many communities across the Southwest as a facilitator, convenor, and environmental policy expert.
Rene RedDay <i>Facilitator</i>	Building Community	Rene has 25 years of combined teaching, supervision, program development, and project coordination experience in the Flagstaff area. She has a passion for strengthening families, community, and inter-agency collaborations through community planning.

CONSULTANT TEAM PROJECT EXPERIENCE

<p>2024 Metropolitan Transportation Plan</p> <p>Client: Sacramento Area Council of Governments (SACOG)</p> <p>Completed: 2022</p> <p>Consultants: Sachi Arakawa (PM), Alex Steinberger, Jamin Kimmell</p>	<p><i>Sachi Arakawa</i> of Cascadia Partners led an ambitious scenario modeling effort in support of SACOG's 2022 Metropolitan Transportation Plan (MTP). This effort included a regional assessment of land use and zoning, led by <i>Jamin Kimmell</i>, and development of an econometric model to estimate regional development capacity, led by <i>Alex Steinberger</i>. The work resulted in a set of regional capacity estimates that helped SACOG develop land use and transportation scenarios that were both aspirational and market-feasible. These factors will help SACOG staff secure broad support from their Governing Board for their preferred scenario when it is up for adoption in fall of 2022.</p>
<p>Envision 2050 Regional Plan</p> <p>Client: San Joaquin Council of Governments (SJCOG)</p> <p>Completed: 2022</p> <p>Consultants: Ayano Healy (PM), Alex Steinberger, Mike McKeever, Jim Chapman</p>	<p><i>Ayano Healy</i> of Cascadia Partners served as project manager for SJCOG's Envision 2050 Regional Transportation Plan (RTP). Her team included advisors <i>Alex Steinberger</i> and <i>Mike McKeever</i> as well as <i>Jim Chapman</i> of UD4H. <i>Ayano</i> also served as public engagement lead for the project and led the development of an inclusive public engagement strategy. <i>Alex Steinberger</i> and <i>Mike McKeever</i> were the chief architects of the project's exploratory scenarios framework. <i>Jim Chapman</i> and his team at UD4H provided public health metrics using their NPHAM model. The resulting preferred scenario was unanimously adopted by SJCOG's Governing Board in spring 2022.</p>
<p>Coconino Joint Land Use Study</p> <p>Client: Coconino County, US Navy, Army Nat'l Guard</p> <p>Completed: 2019</p> <p>Consultants: Eunice Tso (PM)</p>	<p><i>Eunice Tso</i> of ETD Inc. led public outreach efforts for the Coconino Joint Land Use Study (JLUS). The purpose of the JLUS was to ensure lasting compatibility between the former Camp Navajo military installation and neighboring communities. <i>Ms. Tso</i> helped to develop the project's public involvement strategy, including community tours, social media, and stakeholder interviews. The final JLUS was adopted by all relevant agencies and hailed as a model for intergovernmental coordination.</p>
<p>Elevate PreK</p> <p>Client: LAUNCH Flagstaff, United Way</p> <p>Completed: 2021</p> <p>Consultants: Rene RedDay (PM)</p>	<p><i>Rene RedDay</i> of Building Community was retained by LAUNCH Flagstaff to increase family access to resources through their Elevate PreK initiative. <i>Ms. RedDay</i> built relationships among various family service organizations by facilitating monthly meetings between organizational leaders and guardians of young children. These efforts resulted in broad community recognition of the program and full enrollment of the initial Elevate PreK classroom in 2021.</p>

E.

PROJECT APPROACH

GENERAL PROJECT APPROACH

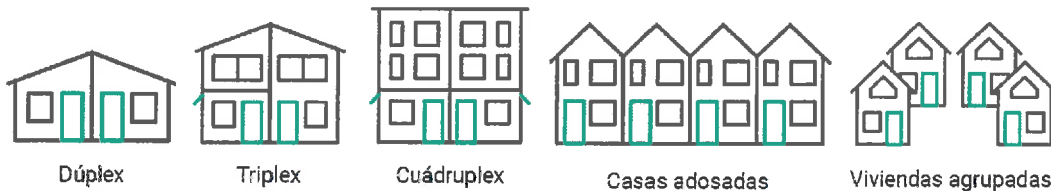
The general project approach described in this section seeks to meet all the requirements outlined in the RSOQ while also providing insights from our team’s scenario planning and public engagement experience. If our team is selected, we expect to work with the City to further refine the project’s scope of work.

PUBLIC PARTICIPATION PLAN

Cascadia Partners, ETD Inc., and Building Community will work with City of Flagstaff staff to develop a comprehensive Public Participation Plan (PPP) that will cover all facets of project engagement. Cascadia’s team uses many best practices for public outreach and communication including:

- **Know and understand the community.** Learn about community needs and values, and adapt key messages as needed to set realistic expectations about what’s possible.
- **Keep the message simple.** Planning can be complicated. Clear and concise messaging creates a more efficient and accessible planning process.
- **Personalize the message.** People are more responsive when they understand how and why the subject matter affects their lives directly.
- **Find liaisons in the community.** Community leaders can be a powerful resource in communicating with the public in a way that resonates and empowers community members to engage. Stipends or gift cards should be provided to honor their efforts in supporting outreach.
- **Tap into existing community forums.** Communicate with hard-to-reach populations by working with local ethnic newspapers, churches and civic organizations.
- **Go where the people are.** Making engagement activities more accessible to the public builds trust with the community, particularly with underrepresented populations. Hold meetings on evenings and weekends, and provide free childcare, interpretive services and a meal.
- **Accomodate different learning styles.** Provide a mix of engagement activities such as online tools, hands-on activities, and visual tools and materials to meet diverse needs and backgrounds.

¿Cómo se ven estos tipos de vivienda?



Above: Outreach materials prepared for Clackamas County, Oregon’s HB 2001 Housing Study. Cascadia understands the importance of “keeping the message simple” to reach a broad audience.

The PPP will provide guidance for the establishment of a project Steering Committee staffed by regional stakeholders as well as a Technical Advisory Committee (TAC) comprised of technical experts from local agencies, the private sector, and academic practitioners from Northern Arizona University. In addition, it will clearly define the project schedule, rounds of engagement, and our exploratory scenario planning approach.

DEVELOPING AND VETTING SCENARIOS

A central feature of Cascadia’s typical approach to exploratory scenario planning (XSP) is a series of three rounds of community meetings or charrettes to define external factors, review draft futures, and develop strategies.

Charrette Series 1: Defining External Factors

In the first charrette, we work with community members to identify a range of external factors that may impact life in the Flagstaff region in the future, but our outside of our immediate control. These could include autonomous vehicles, availability of water, migration, or climate change. In addition to identifying these factors, we also work with participants to assign importance and likelihood to each to better prioritize the most important external factors.

Charrette Series 2: Review Draft Futures

After external factors have been identified, the consultant team will work with the TAC and Steering Committee to develop up to three “futures”. Futures tell us what challenges scenario policies need to address. Examples could include a future that grows the region’s population due to increased working from home, or a future where population loss results due to severe climate change impacts in the Flagstaff region.

Charrette Series 3: Evaluate Scenarios

Preceding charrette #3, the TAC and Steering Committee will develop strategies that are likely to perform well in one or more of the three “futures” envisioned in charrette #2. These strategies will then be used to develop scenarios using a scenario planning tool such as Envision Tomorrow, UrbanFootprint, or CommunityViz. These scenarios will then be presented in draft form to the participants at charrette #3 who will express their preferences for each.

ESTIMATED COST	STRATEGY DESCRIPTION	STRATEGY TITLE	FUTURES			
			Climate Migration	Transportation Tech	E Economy	
1	<p>Emphasis: Reduced Driving</p> <p>Center equity in public investment decision making</p> <p><i>Anti-Displacement Studies, Community Benefit Agreements for development on public land, Regional Gentrification and Displacement Risk Report</i></p>		VMT Reduction	1	1	1
			Transit Ridership	1	0	0
			GHG Reduction	2	2	2
			Housing Affordability	4	4	4
			ESTIMATED SCORES			

Above: Scoring of individual strategies across three futures: Climate Migration, Transportation Tech, and E-Economy (SJCOG 2022 Regional Transportation Plan)

INCORPORATING EXISTING CONDITIONS

We understand that scenario planning models are only valuable if they accurately reflect local conditions and priorities. As users of multiple scenario planning models (UrbanFootprint, Envision Tomorrow, and CommunityViz, etc.) we understand how to calibrate these tools to accurately reflect the nuances of a community. For example, when building a new project in Envision Tomorrow, we often include interviews with local developers to better understand local construction costs and barriers to housing production. Similarly, when working with UrbanFootprint, we always develop a customized library of land use types by using local imagery, census data, and building permit data. If awarded the project, we will work closely with the City of Flagstaff, the project Steering Committee, and the TAC to ensure that the selected scenario planning model is rigorously ground-truthed.

6 LOW-MEDIUM DENSITY DETACHED RESIDENTIAL



DESCRIPTION:
Predominantly single-family neighborhoods with medium to large lots. Common in unincorporated Sacramento County.

COMMUNITY TYPES

EC: 30%

RRC: 70%

GP CLASSIFICATIONS: SAC COUNTY-RL, DAVIS-RVLD, ROCKLIN-RES

BUILDING FLOOR AVERAGE

FAR AVERAGE 3:1

RESIDENTIAL DENSITY (du/ac)

270 du/ac

UP: 16.1 floors (avg)

GP: 3 to 30 stories



EMPLOYMENT DENSITY (emp/ac)

4/40

% RESIDENTIAL vs. COMMERCIAL

60% / 40%

Above: Excerpt from SACOG's 2024 MTP Placetype Menu. Cascadia Partners used observed conditions in neighborhoods across Sacramento's 6-county region as the basis for 45 regional land use types.

INTERNAL COORDINATION AND PROJECT MANAGEMENT

Our team is well-versed in the management of concurrent projects with a single client. In Oregon, we are one of a handful of firms approved by the Department of Land Conservation and Development (DLCD) to provide technical assistance for the implementation of new housing laws. As such, we have been awarded multiple simultaneous contracts for housing-related technical assistance. In California, our firm was awarded two price agreements with the state department of Housing and Community Development (HCD) to provide housing technical assistance as part of the Regional Early Action Planning (REAP) program. These experiences have taught us how to manage our staff workloads and project management capacity to provide a high level of service even in the face of multiple overlapping project timelines.

QUALITY ASSURANCE

In order to ensure our clients receive quality work that is produced on schedule and within budget, our team passes every draft deliverable through a comprehensive quality assurance process. This process ensures technical accuracy, grammatical readability, and graphic consistency throughout the project. We will allow time for review cycles for each deliverable and ensure that each draft work product is thoroughly reviewed by at least one firm principal.

F.

VALUE ADDED
KNOWLEDGE AND
EXPERIENCE

VALUE ADDED KNOWLEDGE & EXPERIENCE

ISSUE RESOLUTION

We take a proactive approach to project management, setting weekly or biweekly calls with the client to get direction on interim deliverables and ensure projects stay on schedule and on budget. Our project managers make, and regularly share with the client, gantt chart-style project schedules that show key milestones, delivery dates, and key dependencies between tasks. Above all, we never shy away from having difficult conversations with our clients. In our experience, direct and fair dealings are met in-kind and we always aim to be proactive in these discussions before they get in the way of producing high quality deliverables.

As it regards the resolution of issues with business owners, residents, or other external stakeholders, we pride ourselves in our ability to resolve conflicts while always keeping our clients informed as situations unfold. Should a conflict arise between the consultant team and a member of the community, our project manager will ensure that at least one City staff person is involved in every communication, and that any response to the impacted party is approved by City staff.

QUALIFICATIONS FOR WORKING IN THE FLAGSTAFF AREA

Cascadia Partners acknowledges our position as outsiders in your community. As a firm based several states away in Portland, Oregon, we recognize that we lack the local knowledge that is earned through years of service to your community. We propose to counteract this disadvantage in two ways: by centering the importance of local knowledge in the scenarios process and by including local firms with deep roots in the Flagstaff area on our team.

In order to elevate the importance of local knowledge, we will include long-time residents and community leaders in the project Steering Committee and will rely on trusted local liaisons to connect our team with diverse and underrepresented stakeholders. Further assisting us in this will be two local facilitators with decades of experience working in Flagstaff. Eunice Tso will help connect our team to leaders in the tribal community and Rene RedDay will use her background in education to bring families and area youth into the conversation about Flagstaff's future.

RESPONSE TIME

Our approach to project management focuses on frequent client communication, online project management tools, and diligent documentation. If selected, the assigned Project Manager will be available to answer questions and provide guidance whenever necessary. We establish a clear chain of command within our teams and identify points of contact for specific tasks or subject areas. We do this so that our clients receive a consistent experience throughout the project while feeling confident that they can always contact the right person to address their concerns or questions. Should an urgent issue arise, we will ensure that it can be resolved in a timely manner and will be available to meet via Microsoft Teams within one business day of any request.

G.

ATTACHMENT A:
NON-COLLUSION
AFFIDAVIT

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

Scenario Planning and Associated Public Participation for the Regional Plan Update

State of Arizona
County of Coconino

Alexander G. Steinberger, affiant, the
Managing Partner of
(TITLE)
Cascadia Partners LLL
(NAME OF COMPANY)

The person, corporation or company responsible for the accompanying Statement of Qualifications, having first been duly sworn, deposes and says:

That such Statement of Qualifications is genuine and not sham or collusive, nor made in the interest of or on behalf of any person not herein named, and that the Consultant has not directly or indirectly induced or solicited any other Consultant to put in a sham submittal, or any other person, Consultant or corporation to refrain from submitting, and that the Consultant has not in any manner sought by collusion to secure for itself an advantage over any other Consultant.

[Signature]
Managing Partner
(TITLE)

Subscribed and sworn to before me this
07th Day of July, 20 22

[Signature]

SIGNATURE OF NOTARY PUBLIC
IN AND FOR THE

COUNTY OF Multnomah

STATE OF Oregon

(My Commission Expires 02/18/2025, 20 25.)





WWW.CASCADIA-PARTNERS.COM

EXHIBIT B
STANDARD TERMS AND CONDITIONS
(Last Updated March 23, 2022)

*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff (“City”) and the contractor identified in the Contract (“Contractor”) may be referred to individually as “Party” or collectively as “Parties”.
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **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.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
6. **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

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the 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. The 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.
9. **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.
10. **MANUFACTURER’S WARRANTIES:** Contractor shall deliver all Manufacturer’s Warranties to the City upon the City’s acceptance of the materials.
11. **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.

City of Flagstaff

12. **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.
13. **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.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **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.
16. **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.
17. **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

18. **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 had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **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, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
20. **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 the 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.
21. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

22. **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 the City.
23. **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 the City.
24. **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 the City or fees and charges owed to the City under the Contract.
25. **OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. **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.
27. **CONTROL:** Contractor shall be responsible for the control of the work.
28. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
29. **SAFEGUARDING PROPERTY:** Contractor shall be responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
30. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
31. **ACCEPTANCE:** If the City rejects Contractor's work 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.
32. **WARRANTY:** Contractor warrants all work for a period of one 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

33. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

34. **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.
35. **PUBLIC RECORDS:** The 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.
36. **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

37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys’ fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor’s sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys’ fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys’ fees and other costs of defense arising out of the alleged 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 the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor’s sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys’ fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
39. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys’ fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the

same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

40. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
41. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
43. **SEVERABILITY:** If any term or provision of the 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 the Contract shall remain in full force and effect.
44. **NO WAIVER:** Both Parties have 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.
45. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
46. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the 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.
48. **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 whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

49. **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's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract 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

51. **TERMINATION FOR DEFAULT:** Prior to terminating the 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 to the Contract remedies provided for herein.
52. **CITY REMEDIES:** In the event of Contractor's default, the 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. The 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.
53. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.
54. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the 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, the 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 the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the 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 the 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 the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The 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 the 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 in connection with award or performance of the Contract.
59. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. **COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
61. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
62. **NOTICES:** All notices given pursuant to the 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 days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
63. **THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
64. **GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
65. **FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
66. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
67. **FORCE MAJUERE:**
 - a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). 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 the Contract.

- b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.
 - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
- 68. NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
- 69. CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C
STANDARD INSURANCE REQUIREMENTS

(Last Updated March 23, 2022)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

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 the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, 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	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

e. Professional Liability \$2,000,000

f. Network Security and Privacy Liability

Per claim	\$2,000,000
Annual Aggregate	\$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.
5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The 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.
6. **OTHER INSURANCE REQUIREMENTS:** The insurance 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, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies 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 Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.
 - f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or 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 Procurement Agent and shall reference the Contract Number.
8. **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 Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the 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 Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
10. **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 the Contract. 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 the Contract.
11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the 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.