

PROFESSIONAL SERVICES CONTRACT
Contract No.: 2023-103

This Contract is entered into this _____ day of _____, 20____ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Emergency Management Partners, LLC (EM Partners), a limited liability company of the State of Virginia ("Consultant").

WHEREAS, the City desires to receive and Consultant is able to provide professional services;

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

SERVICES

1. **Scope of Work:** Consultant shall provide the professional services described as follows:

Emergency Operations Plan Development

and as more specifically described in the scope of work attached hereto as Exhibit A.

2. **Schedule of Services:** Consultant shall perform all work per the schedule in Exhibit A.
3. **Standard Terms and Conditions:** The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. **Key Personnel/Subcontractors:** Consultant's Key Personnel, Subcontractors (if any), and contact information are designated in Exhibit A. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. **City Representative:** The City Representative is Stacey Brechler-Knaggs, Grants, Contracts and Emergency Management Director or her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the City Buyer.
6. **City Cooperation:** City will cooperate with Consultant by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Consultant's performance of this Contract.

CONTRACT TERM

7. **Contract Term:** The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions attached hereto as Exhibit B. This Contract will be effective as of the date signed by both parties. Performance shall commence within ten (10) days from City's issuance of the Notice to Proceed.

8. Renewal: The Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

PAYMENT

9. Compensation: Consultant shall be paid **seventy-one thousand three hundred forty-eight dollars and fifty cents (\$71,348.50)** for satisfactory performance of the services in accordance with the Scope of Work identified in Exhibit A.
10. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

11. City Ownership of Document and Data: Any original documents prepared or collected by Consultant in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Consultant agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Consultant may have in the materials it prepares under this Contract, including any right to derivative use of the material.
12. Re-Use: The City may use the City's work product without further compensation to Consultant; provided, however, that the City's reuse without written verification or adaption by Consultant for purposes other than contemplated herein is at the City's sole risk and without liability to Consultant. Consultant shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Consultant or any third parties without the City's prior written consent.
13. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Consultant shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Consultant in performance of this Contract, whether complete or in process.

INSURANCE

14. Insurance: Consultant shall meet insurance requirements of the City, as set forth in Exhibit C.

MISCELLANEOUS

15. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Patrick Brown
Purchasing Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
pbrown@flagstaffaz.gov

To Consultant:
Paul Manno
President
EM Partners, LLC
1318 Autumn Breeze Drive
Oilville, VA 23129
paul@em-partners.com

With a copy to:
Stacey Brechler-Knaggs
Grants, Contracts and Emergency
Management Director
Community Development
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
sknaggs@flagstaffaz.gov

16. **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.

EMERGENCY MANAGEMENT PARTNERS, LLC

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 20__

EXHIBIT A
SCOPE OF WORK



December 30, 2022

Stacey Brechler-Knaggs
Grants, Contracts, & Emergency Management Director
City of Flagstaff
211 West Aspen
Flagstaff, AZ 86001

RE: CITY OF FLAGSTAFF, AZ EMERGENCY OPERATIONS PLAN DEVELOPMENT

Director Brechler-Knaggs,

Emergency Management Partners, LLC (EM Partners) is delighted to submit this proposal to the City of Flagstaff, Arizona to develop an Emergency Operations Plan (EOP) for the city. From preparedness planning to post-disaster support consulting, EM Partners brings experience in all aspects of emergency management, with specific expertise in real-world operations analysis and plan development. For this project, we offer a team with over 70 years combined experience in emergency management, including emergency operations planning subject-matter experts. Our team members have experience developing and updating emergency operations plans throughout the country, and our proposed project manager has experience with local, county, and state planning throughout Arizona.

Emergency operations planning is key to managing your risk and response to critical incidents. It is important to develop plans that represent the current operating environment and establish **roles and responsibilities** of key city stakeholders during emergencies and disasters. EM Partners will develop your plan in alignment with the latest federal guidance, planning doctrine, and industry best practices, as well as with the Arizona State Emergency Response and Recovery Plan (SERRP) and the Coconino County EOP; this will ensure your plan accurately reflects the local to county to state to federal operational relationship. A thorough review of the city's emergency operations and structure should also occur as part of this planning process to ensure the EOP is developed to address the current operating environment and unique needs of the city.

This EOP development project will be conducted to address the 10 primary hazards listed in the existing Coconino County Multi-Jurisdictional Hazard Mitigation Plan, FEMA approved 2021, of which wildfires and flooding/post-fire flooding are the number one and number two hazard priorities in the plan and that pose the most significant threats to the City of Flagstaff as a participating/adopting jurisdiction in the plan. The EOP will be developed to guide operations in response to these identified hazards. It is critical to have a

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This document includes data that shall not be disclosed outside the Client and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this data. If, however, a contract is awarded to EM Partners, LLC as a result of, or in connection with, the submission of this data, the Client shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Client's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained on all pages enclosed with this document.

well-developed plan for project oversight. The plan will detail the **roles and responsibilities** of the city and stakeholders in emergency response, recovery, and mitigation efforts as they relate to wildfire, post-fire flooding, and other threats and hazards the city may face.

Customer Service Philosophy—At EM Partners, we strive to provide the highest level of customer service through four core values, each building on the next to reach a common goal, Partnership!



Communications—at EM Partners, the foundation of any relationship and project is frequent and open communications. Each of our Project Leads utilizes and implements a tried-and-true approach to project management that is rooted in communication.



Honesty—we pride ourselves on being honest with our clients and potential clients. If we cannot do something or it is not of value to our clients, we will tell you. If issues or mistakes arise, we identify them and work together to produce a resolution.



Trust—through communications and honesty, we strive to build trust with our clients. We want to be your first call when you have a need, issue, or challenge. If we cannot help you solve a problem, we will help you find someone who can.



Partnership—ultimately, we want to build partnerships, not just projects. When our clients succeed, we succeed.

Relevant Experience

Our team brings valuable capabilities and experience relevant to the requirements of this project. The table below provides examples of projects similar in scope that members of our team have supported.

Project Name	Project Overview
Coconino County, AZ Emergency Operations Plan Update	Supporting the Coconino County Emergency Management Department with an update to their all-hazards, multi-jurisdictional emergency operations plan (EOP). Our team is facilitating the planning process for this EOP update to include an update to the existing EOP base plan, as well as the development of new, department-specific annexes, which capture key department roles and responsibilities during emergencies and disasters, and an emergency operations center checklist annex.
City of Sedona, AZ Evacuation/Re-Entry Plan and Traffic Study	The City of Sedona, Arizona, hired EM Partners, along with our Arizona-based subcontractor Greenlight Traffic Engineering, to develop a citywide all-hazards evacuation/re-entry plan and conduct a supporting traffic study. The City of Sedona is frequently threatened by wildfire and flash flooding events, which necessitate evacuation and re-entry operations for the life safety of its residents and significant tourist/visitor population. This project includes a comprehensive traffic analysis to inform the development of community evacuation "best route" maps and an evacuation/re-entry plan that addresses the roles and responsibilities of the city and external stakeholders, as well as guidance for the community during emergencies. The goal of this planning project is to provide the City of Sedona with actionable, ground-truth traffic study data

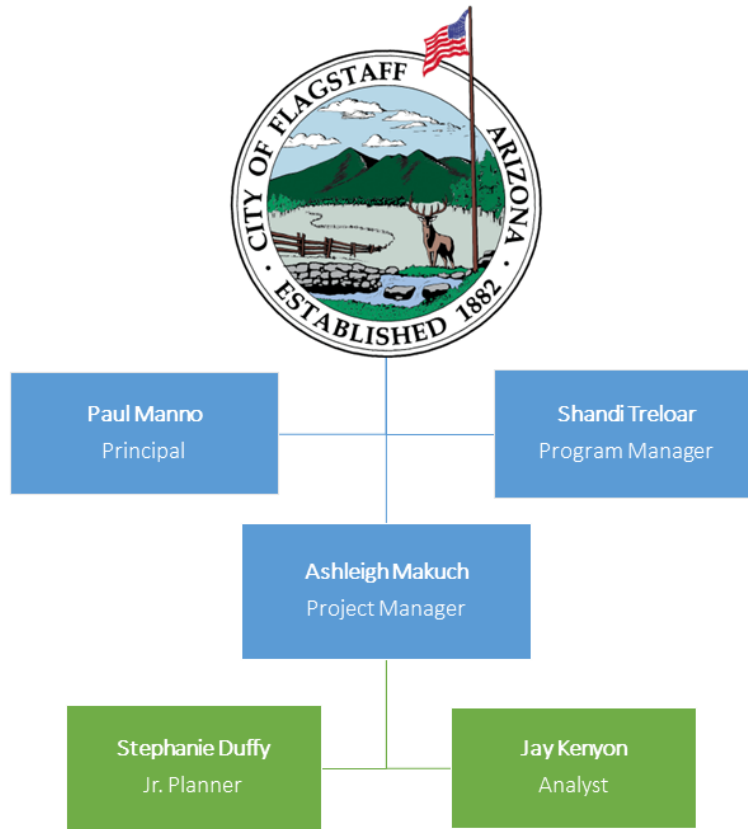
Project Name	Project Overview
	and maps along with an operational plan to guide effective evacuation and re-entry operations for all threats and hazards.
Fairfax County, VA Financial Recovery Plan Update	Drafted an update to Fairfax County’s Disaster Financial Recovery Guide. The document will allow the county to outline responsibilities and processes for collecting incident-related cost data throughout the response and recovery phases. It will be used along with county finance operational procedures, plans, and protocols. Lessons learned from COVID-19 recovery processes were incorporated into the guide.
FEMA Public Assistance Technical Assistance Contract-Nationwide	EM Partners is a subcontractor on a five-year (2019-2024) Federal Emergency Management Agency (FEMA) contract to provide recovery services to Zone 1 of FEMA’s Public Assistance Division’s Technical Assistance Contracts IV (PA-TAC IV). This is part of a new approach by FEMA to align PA-TAC IV contractors with one of three geographical zones to more effectively provide resource support. The contract includes FEMA Regions I, III, and IV. The contract has a five-year period of performance and is valued at \$610 million. Through this program, FEMA provides supplemental federal disaster grant assistance for debris removal, emergency protective measures, and the repair, replacement, and restoration of disaster-damaged, publicly owned facilities, and the facilities of certain private nonprofit organizations. We currently have staff supporting FEMA’s CRC in Winchester, VA. EM Partners staff have deployed to more than thirty federally declared disasters since 2019, serving in a variety of capacities, including Site Inspectors, Program Delivery Managers, Policy Specialists, Environmental and Historical Specialists, Quality Control Specialists, and Costing Specialists.
Virginia Department of Emergency Management Hurricane Contingency Planning Support	In early June, the Virginia Department of Emergency Management (VDEM) determined the need for additional support for contingency planning in the COVID-19 environment. This project required a thorough understanding of the Commonwealth of Virginia Emergency Operations Plan (COVEOP), the Hurricane Support Annex, and the Hurricane Evacuation Study to develop a working contingency plan to allow the agency to pivot response recovery efforts in the COVID-19 environment. Functions considered in this contingency planning included Safety, Public Health, Search and Rescue, Oil Spill/Hazardous Substance, Firefighting, Environmental Protection, Transportation Restoration, Power Restoration, Water/Wastewater Restoration, Commerce Restoration, Security, Wildlife, Stakeholder Outreach, Media Relations, Communications, and Information Management. Program planning efforts required integration with the COV Incident Management Team (COVIMT) and the VDEM Planning Division Director. Contractor support focused on the planning objectives and coordination with regional and local stakeholders to complete the plan within the required, brief timeframe – and under budget- allowing the already overburdened resources and staff of the Commonwealth to continue their essential duties. Support for shelter planning efforts for VDEM is ongoing.
City of Fairfax, VA Emergency Management Support	Over the past fifteen years, staff have been supporting the City of Fairfax to help build the city’s Emergency Management Program. Over the past four years, staff have been supporting projects across the entire spectrum of emergency management, from updating the city’s EOP, to revising and updating the Debris Plan, to facilitating preparedness workshops for the city, to updating plans to be compliant with the Emergency Management Accreditation Program (EMAP) Standard.
Fairfax County, VA COVID-19 Recovery Support	Supporting Fairfax County with maximizing FEMA Public Assistance grant funding for COVID-19 reimbursements. Working directly with Fairfax County, our staff drafted compelling requests for FEMA reimbursement of PPE, disinfection, communication, security, non-congregate sheltering, and other FEMA-eligible claims for the COVID-19 FEMA PA declaration. EM Partners is providing subject-matter-expert consultation along with technical support in the compilation, validation, and packaging of fully documented claims. Projects were formulated and submitted as closeout

Project Name	Project Overview
	ready for projected funding of more than \$110M, with reimbursement to date of \$100M. Our staff has also been supporting the county with Grants Portal uploading.
Fairfax County, VA COVID-19 After-Action Review	Supporting the Fairfax County Department of Emergency Management and Security (DEMS) and the Fairfax County Health Department with a total of four COVID-19 after-action reviews. To date, a total of 40 hotwash meetings have been held with over 900 participants in all. We have completed over 15 individual interviews and have had over 2500 survey respondents. This project will culminate with the completion of four after-action reviews, two for DEMS and two for the Health Department.
City of Falls Church, VA COVID-19 After-Action Review	Our team is supporting the City of Falls Church with its COVID-19 after-action review. This review focuses on the overall response and support to the community. In addition to the after-action report and improvement plan, we will be developing a Pandemic Playbook that will capture actions, tasks, and coordination that would need to occur or be considered in the event of another public health incident.
Southside Electric Cooperative -SEC- (Crewe, VA) Recovery Support	Supporting SEC with maximizing FEMA Public Assistance grant funding from Winter Storm Shirley. Working directly with SEC, our staff drafted compelling requests for FEMA reimbursement of emergency repairs to SEC's electrical distribution system, EOC costs, and permanent repairs to their system. We have also submitted a mitigation proposal for damages to their system. Providing subject-matter-expert consultation along with technical support in the compilation, validation, and packaging of fully documented claims. Projects are estimated at approximately \$22M, across categories B, E, and F. Our staff has also been supporting the County with Grants Portal uploading.
Salem Academy (Massachusetts) COVID-19 FEMA PA Grant Support	EM Partners assisted Salem Academy Charter School, an independent charter school, with compiling, submitting, and maximizing eligible COVID-19 FEMA Public Assistance funding for school reopening. Costs related to social distancing, disinfecting, and viral monitoring were verified and substantiated with proper, closeout quality documentation. EM Partners consultants entered all required supporting data into the FEMA Grants Portal as streamlined projects under DR-4496.
Oregon COVID-19 After-Action Reviews	Conducted a series of COVID-19 after-action reviews for the State of Oregon focusing on five areas: management and distribution of personal protective equipment; initial enterprise-wide response; function of the Joint Information Center; re-opening of Oregon; and distribution of vaccines. Collected and analyzed input from hundreds of stakeholders across various functional areas. We conducted over 200 interviews, developed approximately 20 surveys, and distributed them to over 6,000 stakeholders. We also reviewed the state's response plans and incident-specific documents. Our work to date has resulted in five AARs. The recommendations and findings of our AARs have influenced and been leveraged to inform major legislative actions this past year.
Oregon Wildland Fire Response After-Action Review	Amid the pandemic, Oregon experienced the worst wildland fires in the State's history. Given the nature of the fires and the response considerations in a COVID environment, the State contracted to do an after-action review for this event as well. We were able to compare and contrast the response operations of the non-traditional pandemic event and the more, unfortunately traditional, fire event. The approach for this project was similar to that of the COVID-19 after-action reviews and resulted in a comprehensive AAR and Improvement Plan.
Oregon Wildland Fire Debris After-Action Review	Supporting the State of Oregon's Department of Transportation with their after-action review of the debris management and operations after the September 2020 Wildland Fires. The state had

Project Name	Project Overview
	<p>never been involved in any debris operation of this magnitude. Our support has included subject-matter experts facilitating ten in-person hotwash meetings with over 60 participants. The final report will provide ODOT with recommendations for how to improve its operations for future all-hazard events.</p>
<p>Kansas Division of Emergency Management COVID-19 CARES Act Grant Program Development and Support</p>	<p>The Kansas Division of Emergency Management (KDEM) identified the need for developing and administering two grant programs. These grant programs needed to be developed to administer CARES Act funding to local emergency management organizations for planning and emergency operations center capability enhancements. A grant program was also developed to support private sector partners in procuring and obtaining necessary personal protective equipment (PPE) and vetted disinfectant supplies. Our staff spent a week in Kansas working directly with KDEM to identify and develop these formal program processes and procedures for both grant programs. This included the development of eligibility criteria, priority projects, application packages and instructions, stakeholder engagement, and messaging strategies. Our team provided support in developing the applications and messaging that were ultimately used. Once the EOC Grant program was launched, our team provided technical assistance to over 60 applicants as they were developing their applications and continued to provide technical assistance to KDEM as the funds were awarded and require reporting and closeout support. The support provided to the State of Kansas allowed them to launch two very important grant programs in a very short timeframe. These grant programs will support the communities around the state to be better able to respond to and recover from COVID-19. Our technical assistance allowed more communities to apply for the grant funds and apply for projects that will truly enhance their programs. These grant programs can now be used as a model for future programs.</p>
<p>Delaware Department of Health and Social Services Continuity of Operations Planning</p>	<p>Supported the Delaware Department of Health and Social Services (DHSS) in reviewing COOP plans for nine of the eleven agencies under DHSS that have a role in providing critical health services within the community. This project supported DHSS in expanding COOP plans for these individual agencies. Our approach was to determine whether areas of improvement defined during a recent DHSS COOP Exercise are included in agency COOP plans and to ensure agency COOP plans include FEMA’s recommended areas. We provided COOP checklists and templates to drive consistency in COOP plans across the nine agencies. We facilitated a virtual COOP workshop to include a COOP Overview for designated COOP planners from each DHSS division, and we assisted the DHSS division with one-on-one planning meetings to finalize agency-level COOP plans.</p> <p>The support provided to the State of Delaware DHSS allows DHSS to focus on the continuation of critical community health services while at the same time seeing areas where COOP planning improvement is needed and implementing those improvements in real time. Areas of improvement and best practices identified and developed through this COOP initiative will allow for continued strengthening of the Delaware DHSS operations during current and future events. The support we are providing to Delaware DHSS has allowed for already tapped resources and staff to continue their important work during COVID-19 knowing that staff is providing experienced and dedicated support for this initiative.</p>

Key Personnel

The organizational chart below shows our project team structure, followed by a table highlighting our highly qualified staff.



Staff	Qualifications
Paul Manno Principal-in-Charge	Mr. Manno is a respected and proven industry leader with 25 years of progressive experience in planning, project management and program management, specializing in emergency management planning, response, and recovery. He has led teams of multi-disciplined professionals in planning for and responding to disasters across the country and in U.S. territories for almost two decades. He has managed and directly supervised more than \$5B in FEMA Public Assistance grants written by FEMA or contractor staff encompassing hazards including floods, hurricanes, tornadoes, ice storms, and terrorist attacks. He has a successful track record in managing disaster preparedness and recovery contracts with federal, state, local, private sector, and not-for-profit clients. In addition, Mr. Manno has deployed on more than forty disaster assignments, serving as a Program Advisor, Deputy Public Assistance Officer, PAC, Project Specialist, Debris Specialist, and Closeout Specialist. His assignments have included Hurricanes Sandy, Michael, Florence, Ike, Katrina, Charley, Jeanne, Frances, Ivan, Isabel, Lili, and Georges, as well as the terrorist attack on the World Trade Center.
Shandi Treloar Program Manager	From preparedness planning to post-disaster support consulting, Shandi Treloar brings over 16 years of experience across the entire spectrum of emergency management. Shandi’s experience ranges from data collection and analysis, program evaluation, risk assessments, strategic

Staff	Qualifications
	<p>planning, plan development, outreach, debris management, disaster recovery, and the use of technology to enhance the planning process and implementation. Over the past year and a half, Ms. Treloar has been supporting VDEM with their COVID-19 private sector engagement as well as supporting the evaluation of the private sector program overall. She has also been leading the after-action review (AAR) efforts for the State of Oregon's COVID-19 and Wildfire AARs, the Fairfax County AARs, and the State of Kansas CARES Act EOC Enhancement Grant program development.</p>
<p>Ashleigh Makuch Project Manager</p>	<p>Ashleigh Makuch is a certified Associate Emergency Manager (AEM) with over 8 years of experience in emergency management and program coordination, having held positions in the state, higher education, and county agencies. Her background includes emergency operations planning, continuity planning, training and exercise development, and emergency operations center activations. She is also experienced in human services, including mass care, community recovery and Individual Assistance, and voluntary agency and private sector coordination. Ashleigh's significant achievements include rewriting the Arizona State Emergency Response and Recovery Plan, working on Arizona's COVID-19 pandemic response and recovery, providing technical review of federal and gubernatorial declaration documents, and supporting wildfires, flooding, and other disasters in Arizona. She is also a certified Emergency Management Accreditation Program (EMAP) assessor. Ashleigh has supported EOP development, updates, and review for many local, county, tribal, and state agencies in Arizona. She is also very familiar with Flagstaff, having held a planner position in the Coconino County Emergency Management Office early in her career, as well as supporting the city and county while working at the state, and now managing the Coconino County EOP project, of which Flagstaff is a Planning Team member.</p>
<p>Stephanie Duffy Jr. Planner</p>	<p>Stephanie is an accomplished program coordinator with over 10 years of experience planning and managing national and regional training and conferences related to federal and local prosecutors and law enforcement. Stephanie is dynamic and results-driven with extensive knowledge related to training and program planning for teams and individuals, particularly on large federal contracts. She has outstanding leadership and communication skills. Stephanie has extensive experience in training program design and development, needs assessments, evaluations, and research and facilitation.</p>
<p>Jay Kenyon Analyst</p>	<p>Jay currently serves as a junior consultant and has provided support to projects in multiple states. These projects include assisting Southside Electrical Cooperative through the grants process, the after-action reports for the COVID-19 response and wildfires in the state of Oregon, the after-action review for Fairfax County, an EOC enhancement program for rural counties in the state of Kansas, efforts in the commonwealth of Virginia to increase private sector engagement, and the VDEM private sector program that tracks donations to aid in the state COVID-19 response. He has assisted in projects to engage the private sector by developing best practices and providing recommendations to enhance the mitigation, response, and recovery planning and preparations sections of the Private-Public Partnership program. Jay is continuing to expand his knowledge of emergency management by working on his Master's degree in Homeland Security and Emergency Preparedness at Virginia Commonwealth University as well as completing numerous courses through FEMA's independent study program. Jay is also a certified program delivery manager.</p>

Project Approach

Our team will utilize the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG) 101 – Developing and Maintaining Emergency Operations Plans to guide our development of the City of Flagstaff Emergency Operations Plan (EOP). We will ensure the plan aligns with the Coconino County EOP, which EM Partners is currently updating, and the Arizona State Emergency Response and Recovery Plan (SERRP), in order to accurately reflect operational relationships between governmental levels.

As part of CPG 101, FEMA outlines the following six-step planning process which is flexible and adaptable to the specific needs of jurisdictions. Our team will follow this planning process, applying national standards for planning in our approach, while updating the EOP to be both aligned with these standards and unique to the City of Flagstaff. These six steps are reflected in the activities table below and inform our streamlined and systematic approach to supporting the City of Flagstaff EOP development project.



The specific activities we will perform to complete the EOP are detailed below.

Activity	EM Partners Approach
<i>Project Scoping and Management—Provide outstanding customer service through clear communication, systematic project management, and effective budget oversight.</i>	
Project Kickoff Meeting	<p>Our proposed Project Manager, Ashleigh Makuch, will conduct a Project Kickoff Meeting with the City of Flagstaff Project Lead and key stakeholders to validate the expectations and requirements for this EOP development project. During this meeting we will:</p> <ul style="list-style-type: none"> • Introduce the project team • Establish a shared understanding of roles and responsibilities and overall project goals and objectives • Identify the Planning Team and the engagement strategy • Identify and request key documentation for review • Review the proposed communications plan and draft the project plan. <p>Prior to the meeting, Ashleigh will confirm meeting objectives with the City Project Lead and disseminate an agenda to all participants at least one day before the meeting.</p>

Activity	EM Partners Approach
Project Plan	Our team will revise the approach and project plan outlined in this proposal to reflect any adjustments discussed during the kickoff meeting.
Project Communications	Ashleigh will serve as the primary point of contact for the project. She will be available to the City of Flagstaff for consultation for the project's duration to ensure they receive the desired project support. Our team will utilize email, telephone, in-person meetings, and video call methods of communication as appropriate to engage with project stakeholders.
Project Reporting	<p>Our team will schedule re-occurring meetings with the City of Flagstaff Project Lead and submit a weekly status report outlining:</p> <ul style="list-style-type: none"> • Percentage of budget expended • Action items accomplished each week • Items that need resolution or assistance • Anticipated action items for the following week • Additional comments <p>This reporting process has proven highly successful for our team on projects of similar size and scope.</p>
<p><i>Data Collection and Analysis—Employ diverse information-gathering strategies to capture timely and accurate information related to the city operations and EOP.</i></p>	
Document Collection and Review	<p>We will work with the Planning Team to identify and collect policies, plans, and response documents that are applicable to the EOP objectives for review and assessment. We will utilize Microsoft Teams as the document repository tool for all stakeholders. If a stakeholder cannot access Teams, an alternative collection mechanism will be utilized (e.g., Google Drive, thumb drives, email, etc.).</p> <p>All efficient planning processes begin with an evaluation of the existing hazard environment. The Coconino County Multi-Jurisdictional Hazard Mitigation Plan will be reviewed and analyzed to understand the situation and risks as they apply to the City of Flagstaff, with emphasis on wildfire and flooding/post-fire flooding as the top two hazard priorities identified in the plan. The understanding of this risk analysis information, as step 2 in the FEMA planning process, informs all-hazards plan development.</p>
Interviews	<p>In addition to reviewing collected documents and data, our staff will coordinate with the City Project Lead and Planning Team to understand how the city currently operates in response to emergencies and disasters. This process may include up to ten (10) virtual semi-structured interviews (either one-on-one or small group) with key stakeholders to collect information on their roles, responsibilities, capabilities, authorities, and/or resources as they relate to the EOP to inform plan development.</p> <p>These interviews will focus on foundational operating information necessary for base plan development outside of department-specific annex roles and responsibilities which will be addressed in planning workshops.</p>
Data Analysis	Our team will conduct a thorough review and assessment of the city's current operating environment and structure as they relate to the EOP and based on local, state, and federal

Activity	EM Partners Approach
	<p>legal authorities, standards and guidance documents, lessons learned, and best practices. We will analyze collected documents and data gathered from interviews against these standards and guidance. This will support the identification of organizational and response structures, as well as planning assumptions and other information that should be addressed in plan development.</p> <p>Actual incidents and training exercises are a primary means to validate emergency operations plans. EM Partners will work with the Planning Team to obtain any applicable after-action reports for exercises and significant incidents. EM Partners will catalog and synthesize the recommendations from these reports that relate to the development of the EOP so the recommendations may be incorporated into the plan.</p>
EMAP Assessment	<p>The Emergency Management Accreditation Program (EMAP) assessment is voluntary for local governments and its purpose is to provide a mechanism for continuous improvement in emergency management and homeland security efforts. The assessment looks at local government programs for coordinating prevention, mitigation, preparedness, response, and recovery activities for natural and human-caused disasters and compares them against collaboratively developed national standards. An assessment identifies gaps in existing programs, policies, and procedures and provides a road map for areas of improvement.</p> <p>This EMAP assessment is a key data element that will guide EOP development. EM Partners will use the most current EMAP standards and utilize Ashleigh Makuch, a certified EMAP Assessor, for this assessment. EM Partners will analyze city data collected against the EMAP Standard and ensure that applicable Standard elements are addressed in the EOP development.</p>
<p><i>Plan Development—Develop an emergency operations plan in alignment with national planning standards and unique to the operations and needs of the city.</i></p>	
Facilitated Planning Meetings	<p>Our team will facilitate up to six (6) in-person planning meetings with the City Planning Team:</p> <ul style="list-style-type: none"> • Initial planning meeting – We will facilitate an initial in-person planning meeting to kick off the plan update and gain the Planning Team’s input on goals and objectives for the project and the plan outline. • Department-specific planning meetings – We will facilitate up to four (4) planning meetings (in-person or virtual) focused on the development of the department-specific annexes for key emergency response city departments/divisions in alignment with CPG 101 (other supporting city department and external stakeholder roles and responsibilities will be referenced and addressed in the base plan). These meetings will be conducted with the City Project Lead, Planning Team, and appropriate department representation for each respective annex. During these meetings, our team will gain necessary operational information and stakeholder feedback which will be incorporated into the draft annexes prior to the final draft review meeting.






Activity	EM Partners Approach
	<ul style="list-style-type: none"> ○ Anticipated department-specific annexes include Emergency Management, Public Works, Water Services (including Stormwater), and others as identified in coordination with the City Project Lead. (Other city departments/divisions with lesser roles during emergencies and/or existing ample documentation of roles, such as Police and Fire, will be addressed and referenced in the base plan; this aligns with the organization of the Coconino County EOP.) ● Draft review meeting – We will facilitate a final in-person planning meeting once the draft update, including the base plan update and annex development, is nearly finalized to gain planning team feedback and revisions necessary for the final draft. We will work to incorporate needed revisions prior to submitting the finalized plan to the City Project Lead for review and approval. <p>We will facilitate and document each meeting. We will also prepare meeting materials such as an agenda, sign-in sheet, and PowerPoint presentation, as necessary.</p>
Draft Revised Plan	<p>EM Partners will develop a proposed outline and format for the revised EOP based on the existing plan, FEMA’s Comprehensive Planning Guide 101 (CPG-101), National Incident Management System (NIMS) requirements, EMAP standards, the Arizona SERRP, the Coconino County EOP, and the information identified during the data collection and analysis. This outline will be reviewed and approved by the City Project Lead.</p> <p>In addition to the base plan review and update, we will develop up to four (4) department-specific annexes (for the city’s identified departments/divisions) that will assist the stakeholders in developing and maintaining their own plans and procedures to prepare them for their roles and responsibilities in the EOP.</p> <p>Additionally, the EOP may include an appendix that contains sample documentation that can be used as a reference to develop items such as declarations of emergency, evacuation orders, curfew notifications, and/or press releases.</p> <p>Upon approval of the outline, EM Partners will create an initial draft of the base plan and annexes by populating the proposed EOP with validated information from our data collection efforts. EM Partners will coordinate with the appropriate stakeholders and city subject-matter experts during the update and development of the plan.</p>
Draft Review and Stakeholder Feedback	<p>Upon completion of the initial EOP draft, EM Partners will provide the Planning Team with the document for review and comment. A review period, consistent with the project schedule, will be established to gather feedback from stakeholders, including the draft plan review meeting, which we will use to facilitate a thorough review process.</p> <p>EM Partners will consolidate, incorporate, and/or address all of the comments received. Following the initial revisions to the draft, EM Partners will conduct additional coordination with city departments and organizations as necessary to clarify and expand upon feedback received. If conflicting recommendations are identified, EM Partners will facilitate consensus building with the stakeholders to ensure the plan content is agreeable</p>

Activity	EM Partners Approach
	<p>to all involved stakeholders.</p> <p>If additional information needs are identified, EM Partners will conduct the necessary research and coordination to address these recommendations. Based on our findings, EM Partners will suggest plan revisions, as necessary and appropriate, to ensure that the EOP is consistent with city missions and functions. The EOP and its components will be compiled into a revised draft plan, and an additional review period will be scheduled to gather final feedback from stakeholders in alignment with the final draft review meeting.</p>
Final Plan Development	<p>Upon completion of the review period, incorporation of the recommended changes, and consensus of the plan contents by the stakeholders, EM Partners will prepare the document for publication. The final plan will be submitted for approval and promulgation by appropriate city officials. Final documents will be delivered in Word and PDF formats.</p>

Proposed Project Schedule

EM Partners has outlined the proposed timeline below for developing the City of Flagstaff Emergency Operations Plan by August 31, 2023. This timeline emphasizes conducting data collection, interviews, and planning workshops (except the final plan review meeting) before the summer 2023 wildfire/monsoon season in order to maximize stakeholder availability. With the project tasks requiring the most stakeholder engagement largely completed by the end of May 2023, our team will focus on using the data collected for plan development primarily during June and July 2023 in order to provide the city with a full draft plan by the end of July. Stakeholder reviews, revisions, and plan finalization will be conducted in August 2023.

This timeline can be adjusted in coordination with the city based on the summer 2023 wildfire/monsoon season operational demands on the key stakeholders for this plan development project.

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Project Management								
Data Collection and Analysis and Interviews								
Planning Meetings & Plan Development								
Key	<p>Solid green line indicates the estimated duration of the task </p> <p>Dashed blue line indicates anticipated extended coordination </p>							

Project Pricing

The table below outlines our team’s overall estimated cost for this project. We present estimated costs per task with a **not-to-exceed budget total**. We believe providing a true up-front estimate helps establish trust with our clients and minimizes the need for avoidable change orders throughout the project. This total estimated cost includes costs for up to seven (7) anticipated in-person planning meetings with round trip mileage of 300 miles per trip at a mileage rate of \$0.625.

Project Management	Data Collection and Analysis	Base Plan Update	Annex Development
<ul style="list-style-type: none"> Project plan and communications Project kickoff meeting Weekly status meetings Weekly status reports for the duration of the project 	<ul style="list-style-type: none"> Collection and review of documents Analysis of after-action reviews EMAP assessment Interviews 	<ul style="list-style-type: none"> Two (2) Planning Team meetings Plan outline Draft plan Final plan 	<ul style="list-style-type: none"> Up to four (4) department annex planning workshops Up to four (4) department-specific annexes
\$10,060	\$13,960	\$27,425	\$18,675
			Travel Costs (7 in-person meetings) <div style="text-align: right;">\$1,228.50</div>
			Total Estimated Cost: <div style="text-align: right; color: white;">\$71,348.50</div>

We will not exceed the total estimated cost of **\$71,348.50** without prior authorization from the City of Flagstaff. EM Partners will invoice the city on a monthly basis, and the city will remit payment within 30 days of the invoice date.

We will begin work upon receipt of our signed proposal. Please do not hesitate to contact us if there are any questions or concerns regarding this proposal.

Kind Regards,

Paul Manno

Paul Manno
President
Emergency Management Partners, LLC

ACCEPTANCE:

The services, terms, and conditions of Tasks offered in this Letter Agreement are accepted.

Signature of City of Flagstaff Authorized Representative

Date

Print/Type Name and Title of Authorized Representative

PAUL J. MANNO



EM PARTNERS

EDUCATION

BS, Environmental Science, the University of North Carolina at Wilmington

YEARS OF EXPERIENCE

25

PROFILE

Paul Manno is a respected and proven industry leader with over 25 years of progressive experience in planning, project management, and program management, specializing in emergency management planning, response, and recovery. He has led teams of multi-disciplined professionals in planning for and responding to disasters across the country and in U.S. territories for more than two decades. Paul has managed and directly supervised more than \$5B in FEMA Public Assistance grants written by FEMA or contractor staff encompassing hazards including floods, hurricanes, tornadoes, ice storms, and terrorist attacks. Mr. Manno has deployed on more than 40 disaster assignments, serving as a Program Advisor, Deputy Public Assistance Officer, PAC, Project Specialist, Debris Specialist, and Closeout Specialist. His assignments have included Hurricanes Ike, Katrina, Charley, Jeanne, Frances, Ivan, Isabel, Lili, Georges, and the terrorist attack on the World Trade Center. Mr. Manno has successfully delivered PA Project Specialist, PAC Crew Leader, and Debris Management training. In addition, he has led many programmatic tasks for FEMA headquarters, including the development of FEMA PA courses and publications. Recent projects include:

- ❖ Managing the FEMA Consolidated Resource Center (CRC) task orders for Fluor in Denton, TX, and Winchester, VA
- ❖ Managing contract staff supporting the Virginia Department of Emergency Management with the closeout of 5 disasters as well as recovery operation for a winter storm and Hurricane Matthew (2016)
- ❖ Developing and delivery of three Debris Management Workshops to the Commonwealth of Kentucky Division of Emergency Management, under a contract with FEMA's Preparedness Directorate (2015)

TRAINING, CERTIFICATIONS & LICENSES

FEMA Debris PA Pilot Program
FEMA Debris Management
Disaster Debris Monitoring
FEMA Public Assistance Program
Homeland Security Exercise and Evaluation Program Train the Trainer
Numerous FEMA Independent Study Courses
WebEOC

Project Manager, Southside Electrical Co-op, Winter Storm Shirley, EM Partners, LLC

- Served as a project manager in response to Winter Storm Shirley which damaged over 90% of Southside Electrical Co-op's infrastructure and totaled over \$20 million in damages
- Established and maintained effective relationships with FEMA program managers and staff.
- Conducted meetings serving as a liaison between the client and FEMA, ensuring proper representation.
- Wrote and submitted projects into the FEMA grants portal including Category B, Category E, Category F, and Category Z ensuring reimbursement for all eligible costs.

Project Manager, Fairfax County, Virginia, EM Partners, LLC

- Served as project manager, creating close relationships with county officials and FEMA representatives to ensure reimbursement of all eligible costs from the COVID-19 disaster declaration.
- Collected and compiled all necessary documentation validating PPE costs, EOC activation, force labor, and non-congregate sheltering.
- Aided Fairfax County in reimbursement for CARES Act efforts.
- Wrote and submitted projects to the FEMA grants portal.

AFFILIATIONS

American Planning Association

Solid Waste Association of North America

Association of State Floodplain Managers

National Emergency Management Association

American Public Works Association

- Identified additional grant opportunities and provided recommendations on how to pursue such grants.

PA Support, Virginia Department of Emergency Management, Hurricane Irene, Tropical Storm Lee, and Mineral Earthquake

- Led a team of engineers, architects, and other professionals in support of the Commonwealth of Virginia's recovery from 3 federally declared disasters in 2011.
- Served as the Deputy Public Assistance Officer for the Commonwealth, responsible for managing a staff of 30 Virginia Department of Emergency Management (VDEM) resources who worked to maximize the FEMA Public Assistance grants for the Commonwealth. Coordinated daily with FEMA management and state and local stakeholders recovering from the effects of Hurricane Irene, Tropical Storm Lee, and the August Earthquake.
- Oversaw \$70M worth of grants for the Commonwealth and helped expedite the schedule for delivery of the grant.
- Identified \$1M+ across several Project Worksheets (PW), which FEMA was prepared to make ineligible.
- Worked with the applicants, State and FEMA, to put costs back into the PWs, helping several rural communities maximize their claims.

FEMA PA Task Management; EM Partners, LLC

- Successfully managed and delivered FEMA PA contractor services; developed process improvements and solutions to enhance the PA program and contractor operations.
- Established and maintained effective relationships with FEMA program managers and staff.
- Managed tasks across the country including flooding events, hurricanes, ice storms, tornadoes, terrorist attacks, closeout operations, and programmatic tasks.
- As a Task Manager and Team Lead, he implemented a streamlined process to close out over 1,900 Project Worksheets and work through a backlog of 200 previously unresolved issues, helping FEMA Region III close the Hurricane Isabel disaster below budget and one year ahead of schedule.

FEMA Project Specialist, Southern Parishes; Hurricanes Katrina and Rita – New Orleans, LA

- Wrote grant applications for 27 funding requests totaling \$3.88MM.
- Assessed damages and estimated costs for 23 permanent work projects and prepared estimates using RS Means (CostWorks) and the FEMA Cost Estimating Format.
- Wrote, reconciled, and submitted documentation for final closeout grants for \$1.7MM in emergency response costs and estimated and submitted a grant request for restoration of elevated water towers, roadways, parks, and public utilities (\$1MM).
- Reconciled eligible reimbursable expenses for 10 immediate needs funding grants.

Recovery/Project Manager, Tropical Storm Lee, Disaster Recovery Borough of Middletown, PA

- Managed a \$250,000 recovery project for local jurisdiction following Tropical Storm Lee in Pennsylvania in 2011.
- Led a diverse team of Technical Specialists to assist Middletown, PA with federal disaster recovery grants, covering multiple federal grant programs.
- Interviewed various local government departments.
- Identified 50% more eligible damages and formulated the additional costs into FEMA grants.
- Total grants value for Middletown, PA is approximately \$7,000,000 to date.

Project Manager, Hurricane Sandy & Derecho Storm Recovery Shenandoah Valley Electric Cooperative Mount Crawford, VA

- Managed recovery projects for a local rural electric cooperative in Virginia.
- The project team successfully recovered \$2.4 M in FEMA reimbursements following the summer 2012 Derecho Storm and \$1.2 M in FEMA reimbursements following Hurricane Sandy.
- Submitted over \$4.3 M in hazard mitigation grant applications to improve the preparedness of the cooperative for future storms.

Project Manager, Left Hand Water District, CO, Disaster Response and Recovery

- Marketed, contracted, and managed Left Hand Water District as they begin the recovery process from the 2013 floods.
- Provided two full-time on-site personnel to serve in an advisory capacity and guide the District through the FEMA Public Assistance (PA) and Hazard Mitigation Grant (HMGP) programs.
- Worked with the District to identify eligible projects for funding reimbursement, devised solutions to mitigate risk based on policy guidelines, and provided cost estimating, documentation support, and technical engineering support services as needed.

FEMA Policy and Training Contribution Experience.

- FEMA 325 Debris Management Guide (Project Manager & Primary Author)
 - FEMA 327 Debris Monitoring Guide (Project Manager & Primary Author)
 - FEMA Reasonable Cost Study (Project Manager & Primary Author)
 - FEMA Contaminated Debris Interagency Working Group (Project Manager)
 - FEMA Public Assistance Policies- 9500 Series, Contributor:
 - 9523.5- Debris Removal from Waterways
 - 9523.11- Hazardous Stumps
 - 9523.12- Hand-Loaded Trucks
 - FEMA IS-630 Introduction to the Public Assistance Process (Project Manager and Contributing Author)
 - FEMA IS-631 Public Assistance Operations I (Project Manager and Contributing Author)
 - FEMA 632-Introduction to Debris Operations in FEMA's Public Assistance Program (Project Manager and Contributing Author)
 - FEMA E202 Debris Management Planning for State, Tribal and Local Officials (Project Manager & Contributing Author)
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SHANDI L. TRELOAR



EM PARTNERS

EDUCATION

MA, Political Management, Graduate Certificate, Crisis, and Emergency Management, George Washington University

BS, Social Work, University of Portland

YEARS OF EXPERIENCE

22

PROFILE

From preparedness planning to post-disaster support consulting, Shandi Treloar brings over 16 years of experience across the entire spectrum of emergency management. Shandi's experience ranges from data collection and analysis, program evaluation, risk assessments, strategic planning, plan development, outreach, debris management, disaster recovery, and the use of technology to enhance the planning process and implementation.

Ms. Treloar has had a successful career in emergency management working with clients and supporting the growth of the public-private partnership. She has worked with clients to expand their understanding of the recovery process, has helped them develop strategic approaches to their own recovery programs, from debris planning and operations to understanding the requirements of funding sources to maximize reimbursements.

TRAINING, CERTIFICATIONS & LICENSES

Homeland Security Exercise and Evaluation Program Certified Train the Trainer

PA Pilot Program Debris Management Plan Workshop Trainer

FEMA Debris Management

Disaster Debris Monitoring

FEMA Public Assistance Program

Numerous FEMA Independent Study Courses

WebEOC

AFFILIATIONS

National Emergency Management Association (NEMA)—Private Sector Chair

Virginia Emergency Management Association (VEMA)

Project Manager, State of Oregon COVID-19 After-Action Report

- Leading the State of Oregon to conduct their COVID-19 after-action review, including the management and distribution of personal protective equipment, the initial enterprise response, the function of the joint information center, and the state's re-opening strategy.

Project Manager, State of Oregon Wildfire After-Action Reviews

- Leading a team of six to develop the after-action reviews for the unprecedented wildfire events Oregon experienced in September.
- Utilizing the HSEEP guidance and core capabilities to evaluate and organize this review will be invaluable for the state to improve upon current process and procedures for future events.

Project Manager, Fairfax County, VA COVID-19 After-Action Reviews

- Leading Fairfax County in conducting their after-action reviews for COVID-19.
- Four formal AAR/IPs will be developed for this project – two with an emergency management focus and two with a health department focus.

Virginia Department of Emergency Management COVID-19 Private Sector Support

- Leading a team to support the Commonwealth of Virginia with their engagement, and information sharing with the private sector.
- Developed processes and procedures to manage the engagement.
- Acts as liaison with the private sector when needed.

Project Manager, Virginia Department of Emergency Management Hurricane Contingency and Shelter Planning Support

- Supported the Commonwealth of Virginia to develop a hurricane contingency plan for COVID-19.
- Supporting the Commonwealth of Virginia with shelter planning related to COVID-19.

Kansas Division of Emergency Management COVID-19 EOC Enhancement Grant Program Development and Administration

- Led a team working directly with KDEM to identify and develop formal program processes and procedures for both grant programs.
- This included the development of eligibility criteria, priority projects, application package and instructions, stakeholder engagement, and messaging strategies.
- Our team provides support in developing the applications and messaging that was ultimately used. Once the EOC Grant program was launched our team provided technical assistance to over 60 applicants as they were developing their applications and will continue to provide technical assistance to KDEM as the funds get awarded, require reporting and closeout support.

Virginia Department of Emergency Management Private Sector Program Assessment and Development

- Leading a team to provide recommendations on the structure of a formal private sector program.
- Developing a general framework, implementation plan and maintenance plan.

Team Member, FEMA Enhanced Operational Planning, Federal Emergency Management Agency, Washington, DC

- Developed a Standard Operating Procedure (SOP) for strategic operational recovery planning.
- The SOP described an approach to performing Strategic Recovery Planning following disasters in order to maximize the effectiveness of FEMA's programs in enabling recovery of affected communities.
- This SOP outlined the processes for conducting post-incident strategic planning to support FEMA and the affected State/s short-term and long-term recovery efforts and bi-weekly reporting on the progress of recovery operations to FEMA senior management (field, regional and headquarters).
- The SOP provided templates and tools for identifying and evaluating potential recovery issues, progress tracking and reporting.

Team Member, FEMA Region IX Catastrophic Planning

- Established and conducted an extensive review of all applicable local, state, regional, and federal operational plans to assess capabilities and identify gaps, overlaps, discrepancies, and contradictions in current operational planning.
- Outcomes of these reviews were used in creating targeted questionnaires for a series of stakeholder interviews and workshops.
- Supported the development of the Catastrophic Earthquake Readiness Response Plan for FEMA Region IX and the California Governor's Office of Emergency Services (OES).

Debris Plan Workshop Instructor, FEMA Public Assistance Pilot Program

- Supported FEMA as one of 25 trained trainers around the country to instruct State and local governments on how to write a Debris Plan as part of FEMA's Public Assistance Pilot Program.
- Was given a top rating during trainer training for knowledge of content as well as presentation skills.
- Facilitated trainings for State and local debris programs, including the island of Guam.

Technical Lead, FEMA 325 and 327, Public Assistance Debris Management Guide, and Public Assistance Debris Monitoring Guide FEMA HQ, Washington DC

- Worked with FEMA HQ to update the Debris Management Guide. This update incorporated policy language directly into the chapters as well as writing new chapters for the guide.
- Was a contributing author of the Debris Monitoring Guide. This guide provided policy requirements and examples of the importance of debris monitoring during a debris generating disaster event.

Deputy Principal Investigator, National Cooperative Highway Research Program, Transportation Research Board, Debris Handbook for State and Local DOT's and DPW's, Washington DC

- Conducted Research and developed TRB's Report 781, Debris Management Handbook for local and state Departments of Transportation (DOTs) and Public Works (DPWs) throughout the nation.
- The goal behind the research project and handbook development was to help transportation and public works agencies and other key stakeholders understand how to plan for and recover from natural and man-made debris-generating disasters.
- The handbook (NCHRP Report 781) was published in 2014.

Team Member, New Jersey Waterborne Debris Management, New Jersey Department of Environmental Protection, Team Member

- Supported NJDEP in coordination and management of waterway debris removal at the state level, overseeing three regionally assigned contractors, monitoring firms, and various affiliated specialty contractors.
- Reviewed the FEMA waterway policy, which had never been used for off-shore debris removal and worked with FEMA to identify where side-scan sonar technology could be applied to the existing policy.
- The work was accomplished through an accelerated schedule, with a critical path to open beaches and navigable waterways by the opening of the following summer boating season accomplished, meeting one of the NJ Governor's key Sandy Recovery goals.

Board Member, National Emergency Management Association Private Sector Chair

- Identified critical priority issues that are impacting public and private sector engagement. These priorities included information sharing, access and re-entry, and technology.
- Established the Information Sharing Task Force through a partnership with FEMA's private sector division.
- Established the Private Sector Lead Coordination Group. This is a group made up of state private sector leads or points of contact.
- Collaborates with the Country's public and private sector emergency management leadership in a forum that is purely professional to professional, allowing for an honest and open dialogue.

Private Sector Coordinator Electric Infrastructure Security Council

- Support the EIS Council in building their private sector partnerships, specifically for non-utility private sector partners.
- Fosters the concept that private sector in and of itself is a critical infrastructure. When you think about how a natural or human-caused disaster economically impacts communities, a large part of that is due to the impact on the businesses or industry a community is dependent on. This is a key element to any public-private partnership.

Preparedness Project Manager, California Office of Emergency Management Debris Management Plan

- Supported the development of the CalOES debris management plan.
- Evaluated current common operating practices and determined that each event was different. One cookie cutter plan would not suffice for the different nuances of each disaster.
- Taking the best practices of their common practices, we helped develop a standard format and process for developing and implementing an incident debris action plan template.

Subject Matter Expert, Hurricane Michael Panama City Recovery Support

- Provided technical support to reconcile and evaluate the debris management costs for Panama City.
- Ensured backup documentation is accurate for project worksheet submittals, from expedited PW's, marine debris, Private Property Debris Removal, Construction & Demolition Debris Removal, through the general debris project worksheets.

Project Planner, Debris Management Planning, Metropolitan Washington Council of Governments, Washington, DC

- Assisted numerous communities across the National Capital Region in developing debris management contingency plans for their use as well as their effort to coordinate with one another.
- Assisted in identifying and evaluating temporary debris staging and reduction (TDSR) sites as well as developing comprehensive TDSR disaster operations plans.
- Developed the National Capital Region Resource Assessment Analysis for use by the U.S. Army Corps of Engineers National Capital Region debris management planning initiative.

Project Planner, Catastrophic Contaminated Debris Initiative, FEMA HQ, Washington, DC

- Worked with FEMA and their Interagency Working Group (IWG) to develop the contaminated debris planning efforts.
- Facilitated IWG meetings, writing white papers on relevant issues. Developed exercise scenarios for possible future exercises and worked with the IWG on a concept of operations for use during an actual Chemical, Biological, Radiological, or Nuclear (CBRN) event.

FEMA Debris Policy and Training Contribution Experience

- FEMA 325 Debris Management Guide (Project Planner, Writer)
 - FEMA 327 Debris Monitoring Guide (Project Planner, Writer)
 - FEMA Reasonable Cost Study (Project Planner, Writer)
-

ASHLEIGH MAKUCH, AEM



EM PARTNERS

EDUCATION

MA, Security Studies, Naval Postgraduate School, Center for Homeland Defense and Security

BS, Political Science, Northern Arizona University

BS, Criminology and Criminal Justice, Northern Arizona University

YEARS OF EXPERIENCE

8

PROFILE

Ashleigh Makuch is a certified Associate Emergency Manager (AEM) with over 8 years of experience in emergency management and program coordination, having held positions in the state, higher education, and county agencies. Her background includes emergency operations planning, continuity planning, training and exercise development, and emergency operations center activations. She is also experienced in human services, including mass care, community recovery and Individual Assistance, and voluntary agency and private sector coordination.

Ashleigh's significant achievements include rewriting the Arizona State Emergency Response and Recovery Plan, working on Arizona's COVID-19 pandemic response and recovery, providing technical review of federal and gubernatorial declaration documents, and supporting wildfires, flooding, and other disasters in Arizona. She is also a certified Emergency Management Accreditation Program (EMAP) assessor and a National Emergency Management Basic Academy Trainer.

TRAINING, CERTIFICATIONS & LICENSES

AZ Dept of Administration
Supervisor Courses - 14
Computer-Based Trainings

Emergency Management Institute
FEMA Master Continuity
Practitioner-Level 2

All Hazards Planning Section
Chief (MAL 962)
ADEM Certificate of Completion

All Hazards Incident Management
Team (MAO 305)
ADEM Certificate of Completion

Emergency Management Institute
E548 Continuity of Operations
Program Manager Train-the-
Trainer

Emergency Management Institute
FEMA Professional Continuity
Practitioner-Level 1

Emergency Management Institute,
Emmitsburg, MD
National Emergency Management

Project Manager, Sedona, AZ Evacuation/Re-entry Plan and Traffic Study

- Leading the development of an all-hazards evacuation/re-entry plan for the City of Sedona, AZ. This plan is the first of its kind in the State of Arizona.
- The project includes a comprehensive traffic study, which will result in community evacuation maps and evacuation time travel estimates to inform the plan.

Project Manager, Coconino County, AZ Emergency Operations Plan Update

- Leading the update of Coconino County Emergency Management Department's all-hazards, multi-jurisdictional emergency operations plan (EOP).
- Facilitating the planning process for the EOP update to include an update to the existing EOP base plan, as well as the development of new, department-specific annexes, which capture key department roles and responsibilities during emergencies and disasters, and an emergency operations center checklist annex.

Consultant, Fairfax County, VA COVID-19 After-Action Reviews

- Supporting Fairfax County in conducting their after-action review for COVID-19.
- Reviewing and analyzing documents including county agency strengths and areas for improvement for development of after-action reports and supporting documentation of county hotwash discussions.
- Four formal AAR/IPs will be developed for this project – two with an emergency management focus, and two with a health department focus.

Consultant, State of Oregon COVID-19 After-Action Report

- Leading the State of Oregon to conduct their COVID-19 after-action review, including the management and distribution of personal protective equipment, the initial enterprise response, the function of the joint information center, and the state's re-opening strategy.

Basic Academy (Train-the-Trainer Certificate)

Associate Emergency Manager (AEM) Certification
International Association of Emergency Managers (IAEM)

Texas A&M Engineering Extension Service
Infrastructure Protection Certificate

Amateur Radio Technician License
Call Sign W7ALM

Emergency Management Institute
FEMA Advanced Professional Series Certificate

Emergency Management Institute
FEMA Professional Development Series Certificate

FEMA and DHS in-person courses
Over 40 Courses, 600 Contact Hours (including ICS 300 and 400)

FEMA Independent Study courses
Over 60 Courses, 200 Contact Hours (including ICS 100, 200, 700, and 800 courses)

AFFILIATIONS

Arizona Emergency Services Association, Member

InfraGard - Arizona Members Alliance, Member

International Association of Emergency Managers (IAEM), Member

- K-12 Education Caucus Member

National Emergency Management Association (NEMA), Member

Virginia Emergency Management Association, Member

Adjunct Instructor, Arizona Department of Emergency and Military Affairs

- Instructs state and FEMA courses for the AZ DEMA Training Branch; teaches topics including emergency planning, continuity of operations, mass care, recovery, evacuation/re-entry planning, and other related courses.
- FEMA approved National Emergency Management Basic Academy instructor.

Human Services Coordinator, Arizona Department of Emergency and Military Affairs

- Coordinated state Emergency Support Function 6 - Mass Care activities, updated related plans and procedures, and coordinated with mass care partners to support local, county, state, and tribal needs during preparedness for, response to, and recovery from all-hazard emergencies and disasters.
- Provided oversight for access and functional needs integration into DEMA emergency management activities. Participated in the Arizona Access and Functional Needs Task Force.
- Developed and maintained Individual Assistance (IA) programs for the state in alignment with FEMA IA guidance. Served as the state IA Officer. Completed annual FEMA Individuals and Households Program, Other Needs Assistance administrative plan for Arizona.
- Maintained partnerships with FEMA Region IX and other federal agency recovery and mass care counterparts.
- Provided guidance and support to county partners on Small Business Administration (SBA) Economic Injury Disaster Loan and Physical Damage Loan programs. Served as the liaison between SBA and the state to facilitate the SBA agency declaration process with the Governor's Office (COVID-19 EIDL declaration).
- Served as the state main point of contact for COVID-19 non-congregate sheltering under FEMA Public Assistance. Wrote initial request and extension letters to FEMA Region IX to ensure continued eligibility for statewide partners during the pandemic response. Provided guidance to statewide partners on the program.
- Coordinated state COVID-19 recovery activities, including authoring the DEMA recovery planning framework.
- Served as on scene Operations Chief and Deputy Operations Chief for state run COVID-19 mass vaccination Points of Distribution (PODs).
- Coordinated with the AZ National Guard Task Force Logistics to establish relationships with statewide grocery store and food bank partners for logistical support in response to COVID-19 food distribution issues.
- Developed, maintained, and administered plans for Individual Assistance Service Centers, as facilities were providing post-disaster services for those impacted by natural disasters.
- Developed All-Hazards Community Assistance Center Guide as an expansion of the state Individual Assistance Service Center model to include mass-casualty/fatality incidents, in partnership with the Arizona Attorney General's Office of Victim Services and local, county, state, and federal partners.
- Developed, maintained, and administered the Arizona Disaster Housing Strategy in alignment with FEMA Region IX and the Emergency Management Performance Grant requirements.
- Supervised the DEMA Voluntary Agency and Private Sector Liaison, including oversight of state and regional/county Voluntary Organizations Active in Disaster and Community Organizations Active in Disaster (VOAD/COAD), the state Public/Private Partnership Program, and donations and volunteer management.
- Supervised seven (7) Human Services group Disaster Reservists to support the group's activities during response to and recovery from emergencies and disasters.
- Participated in local, county, tribal, state, regional, and national mass care and individual assistance task forces/groups, trainings, exercises, conferences, seminars related to position responsibilities.

- Provided final review of state declaration of emergency documents (including declarations, amendments, and terminations) for the Governor's consideration, and served as backup for authoring declaration documents (2018 Naco Sewer Breach, 2018 Highway Flood Damage, 2019 Winter Storms, 2019 Museum Fire, 2019 Tropical Storm Lorena Flooding, 2020 COVID pandemic, 2020 Bush Fire, 2020 civil unrest, 2021 - multiple wildfire and flooding incidents).
- Served in the State Emergency Operations Center (SEOC) when activated for emergency response/recovery. Provide local, county, and tribal emergency operations center support when requested (ESF 6 Mass Care and Recovery Human Services Coordinator - SEOC, Human Services Coordinator - City Flagstaff/Coconino County EOC Museum Fire/Flooding support).
- Served on planning and implementation teams for state Recovery Support Functions, in coordination with state agencies, non-governmental organizations, voluntary agencies, private sector partners, and other "Whole Community" emergency management partners.
- Served in the DEMA Duty Officer Program as a state Duty Officer, acting as the primary point of contact during assigned weeks to facilitate situational awareness and coordination with leadership, agency personnel, and statewide partners as necessary during emergencies. Responsible for initiating SEOC until staff arrives.
- Interpreted and incorporated applicable state and federal guidance and requirements.
- Prepared reports for leadership, maintained records, and completed internal grant requirements.

SERRP/NIMS Planning Coordinator, Arizona Department of Emergency and Military Affairs

- Rewrote, maintained, and administered the Arizona State Emergency Response and Recovery Plan (SERRP), including Emergency Support Functions (ESFs) and Recovery Support Functions (RSFs), in coordination with state agencies, non-governmental organizations, voluntary agencies, private sector partners, and other "Whole Community" emergency management partners. Established and maintained ESF/RSF partner relationships.
- Developed, maintained, and administered the first formalized National Incident Management System (NIMS) program for the State of Arizona, to include local, county, tribal, and state partners. Served as the NIMS point of contact for NIMS implementation statewide and for FEMA regarding integration, updates, etc.
- Facilitated/instructed FEMA training courses for local, county, tribal, state, private sector, and non-governmental partners on the topics of emergency planning and continuity of operations.
- Served as the state point of contact to coordinate with FEMA for annual review and update of the FEMA Region IX Arizona All-Hazards Concept of Operations Plan.
- Participated in local, county, tribal, state, regional, and national planning teams/groups, trainings, exercises, conferences, and seminars related to position.
- Developed and maintained a document style guide to ensure quality and standardization of DEMA Preparedness products. Provide quality assurance and technical assistance for implementation.
- Provided planning technical assistance, review, trainings, workshop facilitation, and other assistance as requested from local, county, tribal, and state partners for emergency operations plans, supporting procedures, and other related planning and program documents.
- Assisted with development and provided final technical review of Arizona Continuity of Operations Program Document, DEMA Emergency Management COOP Plan, and State of Arizona Hazard Mitigation Plan.

- Served on the Arizona Department of Education (ADE) Emergency Preparedness Advisory Council. Participated in the working group to update the ADE Emergency Operations Plan Template for schools.
- Served in the State Emergency Operations Center (SEOC) when activated for emergency response/recovery. Provided local, county, tribal emergency operations center support when requested (Plans Section Chief - Yavapai County EOC, IAP Coordinator - Santa Cruz County EOC, Situation Unit Leader and Long-term Planner SEOC, IAP Coordinator - AZ Department of Corrections EOC).
- Provided final technical review of state declaration of emergency documents to ensure correct details, organization, and grammar in preparation for the governor's consideration.
- Assisted with the State of Arizona Emergency Management Accreditation Program (EMAP) 2020 re-accreditation activities which received 100% compliance upon initial assessment, and voluntarily served on EMAP assessment teams (state program assessment - June 2019).
- Provided final review and planning technical assistance for the preparation of the DEMA, Emergency Management Operations Procedures Manual update in preparation for the January 2020 EMAP assessment.
- Interpreted and incorporated applicable state and federal guidance and requirements.
- Prepared reports for leadership, maintained records, and completed internal grant requirements.

Emergency Management Specialist, Coconino County Department of Emergency Management

- Coordinated, developed, and administered the county Continuity of Operations (COOP) program with a plan for each of the 25 departments. Provided planning assistance, trainings, and workshops.
- Coordinated, developed, and administered the Coconino County Multi-Jurisdictional Emergency Operations Plan with local and county partners, and non-governmental organizations.
- Served as the primary emergency manager for the Town of Tusayan and the secondary for the City of Williams to provide all emergency management functions and assistance.
- Served as the county duty officer for a 24/7 emergency management point of contact during assigned weeks.
- Provided ongoing development, maintenance, and implementation of internal policies and procedures.
- Oversaw projects and timelines for department intern.
- Prepared reports, maintained records, and met state and federal grant requirements.

Emergency Management Assistant, Northern Arizona University Office of Emergency Management

- Assisted with the planning, organizing, and executing of NAU emergency management/homeland security activities, coordinating with local, county, tribal, state, federal, voluntary, and non-governmental partners.
- Maintained and updated the NAU Emergency Operations Plan and annexes.
- Created/deployed public information outreach about NAU preparedness activities.
- Designed and facilitated HSEEP exercises to test NAU plans (BSL3 lab biological spill, counseling volatile client).
- Maintained and kept ready the primary University Emergency Operations Center (UEOC). Developed standard operating procedures for UEOC operations.

Dispatcher, Northern Arizona University Police Department

- Operated as sole dispatcher per shift in the NAU Police Department 24/7 Dispatch Center.
 - Responsible for answering multiple emergency and non-emergency phone lines, radio and computer aided dispatching, NAU Alert notification system, All Campus Alert system, etc.
 - Developed standard operating procedures for dispatch center systems.
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STEPHANIE DUFFY



EM PARTNERS

EDUCATION

BA, Criminal Justice, Michigan State University

Certificate, Homeland Security Studies, Michigan State University

YEARS OF EXPERIENCE

11

PROFILE

Stephanie is an accomplished program coordinator with over 10 years' experience planning and managing national and regional trainings and conferences related to federal and local prosecutors and law enforcement. Stephanie is dynamic and results-driven with extensive knowledge related to training and program planning for teams and individuals, particularly on large federal contracts. She has outstanding leadership and communication skills.

Stephanie has extensive experience in training program design and development, needs assessments, evaluations, and research and facilitation.

TRAINING, CERTIFICATIONS & LICENSES

Certificate, ASTD e-Learning Instructional Design

Junior Consultant, Falls Church, VA COVID-19 After-Action Review

- Supporting the City of Falls Church, VA to conduct their COVID-19 after-action review and develop a pandemic playbook for the city based on AAR findings and recommendations.

Compliance Specialist, EM Partners, LLC

- Prepares and completes regulatory and compliance documentation to ensure documents meet federal, state, and local requirements.
- Responds to compliance notices and completes state-specific reporting.
- Supports EM Partners' management team on FEMA PA subcontract with Fluor in regard to training, security and weekly time and cost reporting.

Training Technician, FSA Federal

- Served as primary point of contact for trainings sponsored by the Department of Justice, Money Laundering and Asset Recovery Section (MLARS).
- Managed logistics, marketing, and operations including the production of materials for over 50 MLARS training events reaching 7,000 students and coordinating the efforts of over 100 instructors.
- Managed the design, development, and implementation of a web-based training budget request and approval system. The system collected the training requests from 15 government agencies, managed the review and approval workflow and then authorized each training event's implementation.
- Served as the administrator of the Training Budget Request system, built on the Drupal 7 core, an open-source web-based content management platform.
- Coordinated and supervised the law student internship program.
- Managed the review and approval of a \$13 million training budget allocation from the Assets Forfeiture Fund.
- Collaborated with client to determine training needs as well as identify and develop training opportunities and initiatives
- Served as Section Administrator for the DOJ learning management system.
- Provided on-the-job instruction to new supervisors, DOJ personnel, and support personnel.
- Developed training request memoranda and quarterly training cost reports.

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- Coordinated and managed quarterly working group meetings for federal training coordinators.
 - Ensured continuing education guidelines were met for each training seminar and processed attendee requests.
 - Contributed to the development of curriculum and law enforcement tools.

Training Coordinator, Serco, Inc.

- Served as primary point of contact to law enforcement agencies for DOJ AFMLS Financial Investigations Seminars drawing students from over 15 federal, state, and local law enforcement agencies nationwide.
- Conducted hotel/venue site visits and prepared summary reports for recommendation and approval.
- Coordinated with a third-party event planner to evaluate proposals and review submitted contracts.
- Reviewed, revised, and approved Function Event Orders with hotel/venue.
- Procured all training equipment and materials required for seminar delivery.
- Oversaw all aspects of the training environment and lodging accommodations for seminar attendees and instructors.
- Prepared OPM TMA-required travel and separately priced item proposals.
- Managed onsite audio/visual support during seminar deliveries.
- Audited hotel/venue invoices for compliance with contract provisions.
- Developed additional seminar reports, as required.

Analyst, L3 Communications

- Assisted with detailed analysis and research for development and implementation of national preparedness policies and operations associated with the National Response Plan, Homeland Security Presidential Directives, Department of Homeland Security policies and procedures, National Incident Management System (NIMS), and FEMA policies and procedures.
 - Developed plans, standard operating procedures, and job aides to support federal disaster response initiatives.
 - Coordinated meetings with federal and state entities that assisted with developing and/or validating planning documents and conducting scenario-based tabletops, and prepared meeting materials and meeting minutes.
 - Supported the design, development, and execution of response training supporting Federal incident response operations.
 - Contributed to operational and administrative tasks to support the FEMA Incident Response Section.
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EDUCATION

MA Homeland Security and Emergency Preparedness, Virginia Commonwealth University
Scheduled completion: Fall 2022

BA Criminology, University of Lynchburg

YEARS OF EXPERIENCE

7

PROFILE

Jay currently serves as a junior consultant and has provided support to projects in multiple states. These projects include the after-action reports for the COVID-19 response and wildfires in the State of Oregon, an EOC enhancement program for rural counties in the state of Kansas, efforts in the commonwealth of Virginia to increase private sector engagement, and the VDEM private sector program that tracks donations to aid in the state COVID-19 response. He has assisted in projects to engage the private sector by developing best practices and providing recommendations to enhance the mitigation, response, and recovery planning and preparations sections of the Private-Public Partnership program. Jay is continuing to expand his knowledge of emergency management by working on his Master's degree in Homeland Security and Emergency Preparedness at Virginia Commonwealth University as well as completing numerous courses through FEMA's Independent Study program. Jay is also a certified program delivery manager.

TRAINING, CERTIFICATIONS & LICENSES

Certified Program Delivery Manager

HSEEP Certified

FEMA IS-100 Introduction to Incident Command System

FEMA IS-200 Basic Incident Command System for Initial Response

FEMA IS-230 Fundamentals of Emergency Management

FEMA IS-235 Emergency Planning

FEMA IS-800 National Response Framework, an Introduction

FEMA IS-1000 Public Assistance Program and Eligibility

FEMA IS-1001 The Public Assistance Delivery Model Orientation

FEMA IS-1006 Disaster Damage and Developing Project Files

FEMA IS-1007 Detailed Damage Description and Dimensions

Project Manager, Falls Church, VA COVID-19 After-Action Review

- Leading the City of Falls Church, VA to conduct their COVID-19 after-action review and develop a pandemic playbook for the city based on AAR findings and recommendations.

Junior Consultant, Fairfax County, VA COVID-19 After-Action Reviews

- Supporting Fairfax County in conducting their after-action review for COVID-19.
- Reviewing and analyzing documents including county agency strengths and areas for improvement for development of after-action reports and supporting documentation of county hotwash discussions.
- Four formal AAR/IPs will be developed for this project – two with an emergency management focus, and two with a health department focus.

Junior Consultant, State of Oregon COVID-19 After-Action Review

- Supporting the State of Oregon to conduct their COVID-19 after-action review.
- The three initial focus areas were on the management and distribution of personal protective equipment, the initial response, the function of the joint information center, and the state's re-opening strategy.
- Scheduled and conducted numerous stakeholder interviews helping identify strengths, weaknesses, and gaps in the state's COVID-19 response.
- Reviewed documents and developed detailed timeline of events from the beginning of the pandemic.

Junior Consultant, State of Oregon COVID-19 and Wildfire After-Action Report

- Supporting the development of the after-action reviews for the unprecedented Wildfire events Oregon experienced in September.
- Utilizing the HSEEP guidance and core capabilities to evaluate and organize this review will be invaluable for the state to improve upon current processes and procedures for future events.

FEMA IS-1018 Determination Memorandums and Appeals

FEMA IS-1300 Introduction to Continuity of Operations

FEMA IS-2200 Basic Emergency Operations Center Functions

FEMA IS-2901 Introduction to Community Lifelines

Program Support Analyst, Virginia Department of Emergency Management COVID-19 Private Sector Support

- Supported the establishment of a data tracking process and partner outreach and follow-up approach.
- Providing liaison support with other departments and agencies.
- Established a battle rhythm and standard operating procedures for the program's tasks and coordinated with external partners.

Program Support Analyst, Virginia Department of Emergency Management COVID-19 Shelter Planning

- Document review and analyst support for COVID-19 shelter contingency planning.

Virginia Department of Emergency Management Private Sector Program Assessment

- Directly assisting with program framework development for the Virginia Department of Emergency Management implementation of a private-sector program.
- Conducted research on the economic make-up of each region in the commonwealth and creating economic profiles.
- Identification of stakeholders for engagement in the building of the program.

Team Member, Virginia Commonwealth University Hazard Mitigation Plan Update

- Worked with a team to evaluate and analyze the current hazard mitigation plan and providing recommendations for updating and renewing components.

Disaster Recovery Specialist, Southside Electrical Co-op, Winter Storm Shirley, EM Partners, LLC

- Provided support by developing spreadsheets that documented more than \$20 Million in damages and repairs after Winter Storm Shirley which damaged more than 90% of their infrastructure.
- Cross-walked invoices, purchase orders, checks, and bank statements to ensure that all costs were eligible and reimbursed.
- Participated in meetings with the client as well as FEMA taking detailed notes.

Grant Support Team, State of Kansas CARES Act Grant Program Support

- Provided technical reviews of grant documentation for closeout for over 60 applicants to ensure eligibility requirements are met.
- Developed and submitted closeout packages into WebEOC.

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated January 19, 2023)

*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.
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 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.
- 70. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated January 19, 2023)

*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.